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The Solicitors' Journal and Reporter

LONDON, MAY 7, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere an order for the re-transfer from Mr. Justice BARNES of six actions to Mr. Justice STIRLING and of seven actions to Mr. Justice ROMER, and of one action to Mr. Justice BYRNE.

THE LAND TRANSFER Rules were not obtainable at the Queen's Printers on Thursday last, but a limited number of copies were to be had at the Land Registry. No one seems to have observed that the *Gazette* of the 5th of April last contained the usual notice under the Rules Publication Act, 1893, that draft rules had been prepared under the Land Transfer Act, 1897, and that "copies may be obtained on application at the Land Registry, Lincoln's-inn-fields."

WE HOPE next week to commence a series of articles dealing with the general scope and contents of the Land Transfer Rules. In the meantime, returning to the portion of the rules relating to costs, we discover an important rule, 261 (*e*), which was overlooked in our observations last week, and which provides that where, on the occasion of a purchase of unregistered land, the purchaser's solicitor receives the remuneration fixed by the Remuneration Order, his remuneration for registering a possessory title thereon shall not exceed £2 2s. in cases where the value does not exceed £5,000, and in cases where the value exceeds £5,000 shall be £5 5s.; so that practically the scale for "first registration with a possessory title," to which we referred last week, does not really apply to the case of a purchase. Other rules provide for the retention of the negotiating fee, and for the remuneration prescribed not including the "disbursements, extra work, business, or proceedings which, under section 4 of the Remuneration Order, are not to be included in the remuneration prescribed by Schedule 1 of that Order."

THE RULES under the Workmen's Compensation Act, 1897, which have recently appeared, shew that the efforts of the

Council of the Incorporated Law Society to procure the modification of the singular provisions affecting solicitors originally contemplated by the framers of the Act have been attended with great success. It will be remembered that, by paragraph 5 of the second schedule of the Act, it is provided that "Rules of Court may make provision for the appearance in any arbitration under this Act of any party *by some other person*." It is now provided, by rule 32, that a party to any arbitration may appear (*a*) in person, or by a member of his family; (*b*) by a solicitor acting generally in the matter for such party, but not by a solicitor retained as an advocate by such first-mentioned solicitor; (*c*) by counsel; (*d*) by a person in the permanent and exclusive employment of the party; (*e*) in the case of a company or corporation, by any director, secretary, officer, or person in the permanent and exclusive employment of the company or corporation; (*f*) by leave of the judge or arbitrator, by any officer or member of any society or other body of persons of which such party is a member "or with which he is connected" [what do these last words mean?]; or (*g*) by leave of the judge or arbitrator, by any other person. And the rule also provides that no person other than a solicitor who appears or acts on behalf of any party in any arbitration under the Act shall be entitled to have or recover from such party *any fee or reward for so appearing or acting* other than such travelling expenses and (*in the case of a workman or a member of his family*) allowance for time (if any) as shall be allowed by the judge or arbitrator; fees of counsel being excepted. These provisions appear to go as far in favour of professional assistance as could be done in face of the provision of paragraph 5 of the second schedule.

THE FOUR QUESTIONS put to the jury by PHILLIMORE, J., on the trial of Mrs. CAMILLA NICHOLLS for manslaughter were undoubtedly the correct ones. In effect they were (1) Was there a duty of the prisoner towards the deceased? (2) Was the prisoner guilty of a breach of that duty? (3) Was the death of the deceased caused or accelerated by such breach of duty? (4) Was the deceased unable to escape from the prisoner, and so to avoid the consequences of the prisoner's breach of duty? The jury were charged that in order to convict the prisoner they must find an answer in the affirmative to each of these questions. Now, there is no room for doubt that it is the duty of a mistress to supply her domestic servant with sufficient food to support life and health. It is also quite clear that it is no defence to a charge of manslaughter that the death took place from the effects of a disease which must have caused death sooner or later, if the wrongful act or omission of the accused shortened the life of the deceased. The law bearing on the first three questions has been often commented upon judicially, and is well-established. The fourth point, however, has not so often been considered. Suppose a master, whose duty it is to feed his servant, refuses to give that servant any food at all. The natural result would be, not that the servant would die of starvation, but that he would at once leave the house and probably sue his master for breach of contract. Therefore, it is necessary, in order to convict the master of manslaughter, not only to shew that the deceased servant died of starvation, but that he was unable to leave the service if he chose. This was well expressed by ERLE, C.J., in a case of *Reg.* v. *Smith* (13 W. R. 816), which in many of its features closely resembled the recent case. He said: "If a person having the custody of another neglects to supply that other with food so that death ensues, it is a criminal offence. But the law is also clear that if such person, having a free will, chooses to stay in a service where bad food and lodging is provided, and death is caused thereby, the criminal responsibility does not attach. The question is then, whether the deceased was so helpless in mind and body as to be unable to withdraw herself from the prisoner's dominion." The Court for Crown Cases Reserved held in this case that there was no evidence to support the finding of the jury that the servant was unable to withdraw, and so the conviction was quashed. In Mrs. NICHOLLS' case the jury were clearly satisfied that the unfortunate girl was so broken by illness, deprivation, and ill-treatment that she was entirely under the dominion of her mistress, and unable to exercise her free will. In this opinion most persons who read the evidence will probably concur.

THE DECISION of ROMER, J., in *Harrop* v. *The Mayor of Ossett* (1898, 1 Ch. 525) settles a point of great importance to public authorities and to persons engaged in litigation with them. The decision is that the Public Authorities Protection Act, 1893, applies to all actions against public authorities or their officers in the Chancery Division, and not merely to actions of tort or actions in which damages are claimed; and that therefore judgment in any such action for the defendants carries with it the right to costs as between solicitor and client. The Act in question is intended to be a substitute for a number of enactments relating to various public authorities and prescribing the notice of action to be given and the time within which such actions are to be brought, and these enactments are repealed by section 2 of the Act. The substituted provisions differ materially from the repealed enactments: notice of action is abolished in every case; a uniform period of six months from the cause of action is prescribed; and the new provision which was the subject of the decision of ROMER, J., is added. The words of the Act are very wide; stated shortly they cover "any action, prosecution, or other proceeding" brought against a public authority or their officers in respect of anything done in the execution of an Act of Parliament or public duty or in respect of any neglect or default in such execution; and clause (*b*) enacts that "wherever in any such action a judgment is obtained by the defendant, it shall carry costs to be taxed as between solicitor and client." Amongst the repealed enactments is section 264 of the Public Health Act, 1875, which enacted that a writ or process should not be sued out against a local authority or their officers in respect of acts or omissions under that Act until one month after notice of the cause of action had been given, and that the action should be commenced within six months after the cause of action. It was held by the Court of Appeal in *Flower* v. *Low Leyton Local Board* (25 W. R. 545, 5 Ch. D. 347) that section 264 did not apply where the object of the action was to restrain the commission of a nuisance, notwithstanding that compensation for past damage was also claimed. The ground upon which the court seems to have mainly relied was that if the section were held to apply, the defendant authority would have full liberty to continue the nuisance, and perhaps to cause irreparable mischief during the month after the notice of the cause of action. This reason is no longer applicable, for the Act of 1893 contains no provision requiring notice of action to be given. There seems little doubt that the decision of ROMER, J., is correct; there is no indication that the operation of the new Act is confined to any particular class of actions, and the actual words are wide enough to embrace every kind of proceedings. There is even an indication that the Act was intended to apply to actions for an injunction, for clause (*c*) which commences "where the proceeding is an action for damages" and makes provisions as to the effect of tender of amends, concludes with the words "but this provision shall not affect costs on any injunction in the action." The question involved must of necessity be of frequent occurrence, having regard to the wide terms of the Act and the mass of repealed enactments relating to a great variety of public authorities, to all of which the Act of 1893 and the decision in *Harrop* v. *Ossett* will apply.

THE MALICIOUS Injuries to Property Act, 1861, after dealing with a large number of cases of injury to property of various kinds, provides, by section 52, that "whosoever shall wilfully or maliciously commit any damage, injury, or spoil to or upon any real or personal property whatsoever," in any case not otherwise provided for, shall be guilty of an offence punishable summarily. About nine years ago *Hall* v. *Richardson* (54 J. P. 346) came before a Divisional Court upon the construction of this section. In that case a milk-carrier had accidentally spilt some of his master's milk, and in order to escape blame, but not with a fraudulent intent, had filled up the churn with water, and sold the diluted milk to his master's customers. He was charged with wilfully and maliciously committing damage to the milk. The magistrates refused to convict, and, on appeal to the High Court, the late Lord Chief Justice and MATHEW, J., upheld the decision of the magistrates, and held that the accused was not liable to conviction. Their grounds for so holding were that, although the milk-carrier did what he did

intentionally, and in that sense wilfully, still he had no guilty mind, and did not intend to injure any person, least of all his master, who had in fact suffered no pecuniary loss. Now, it is to be noticed that the words of section 52 are "wilfully *or* maliciously," not "wilfully *and* maliciously," as in other sections of the statute. It seems, therefore, that if a person does an act intentionally, which in the natural course of things causes damage to property, it is not necessary to prove that he intended to injure any person; and that it is quite sufficient to shew that such an act was done wilfully without also having to shew that it was done maliciously. The act which the milkman committed was clearly done intentionally, in order to benefit himself at the expense of his master's customers, and it obviously did damage the milk. If, then, it was not wilful damage to property, it is very hard to see what the words mean. For these reasons *Hall* v. *Richardson* has generally been considered an unsatisfactory decision, and last Saturday it was overruled by a Divisional Court, consisting of seven judges, in the case of *Roper* v. *Knott*. In this case also the accused person was a milk-carrier who had added water to his master's milk, but he had done so with the fraudulent intention of putting money into his own pocket at the expense of the buyers of the diluted milk, though with no personal malice against his master. His fraud was discovered before he started on his round and the milk was thrown away. The magistrate considered himself bound by *Hall* v. *Richardson*, and so dismissed the information, but stated a case. When the case came on in the usual course, it was referred to a special court, who allowed the appeal and sent the case back to the magistrate. This court has now interpreted section 52, and held that it applies whenever wilful damage is done to property, even though there is no intention to injure the owner, and even where the owner is not in fact injured; and that the section aims at damage to property independently of loss to any person. Now, although it is not necessary to prove malice in order to convict under this section, might it not be argued that in both these cases the act was in fact done maliciously? In each case the act was done deliberately, knowing that the consequence would necessarily be to impose an adulterated article upon the buyer, and knowing that the consequence might be to submit the master to a prosecution for adulteration. It is submitted that an act committed under such circumstances is done with a guilty mind, and that therefore in law it is done maliciously.

THE DISTINCTION between applying for shares and underwriting shares has been illustrated in an interesting manner by the case of *Sydney Harbour Collieries (Limited)* v. *Earl Grey*, decided by the House of Lords last week. The plaintiff company was, in 1894, about to offer to the public 23,500 preference shares of £10 each. The defendant underwrote 2,000 of the shares upon the terms that, if the public subscribed *bonâ fide* for the whole of the shares, his responsibility was to cease. If they subscribed any smaller amount, he was to take up such number of shares as would constitute his *pro rata* contribution with the other underwriters, to make up the difference between the total amount subscribed by the public and the total amount underwritten. The whole of the 23,500 shares were underwritten, and some of the underwriters had by their underwriting contracts agreed to "hold firm" a certain number of the shares. The outside public applied for only 4,134 shares, and, in apportioning the balance among the underwriters, differences arose as to the meaning of the expression "hold firm." The company took the view that the shares to which the expression applied were to be taken by the respective underwriters in satisfaction *pro tanto* of the shares which they were bound by their agreements to take up. On this basis the *quota* of shares which the defendant had to take up was 1,470. The defendant, on the other hand, insisted that the agreement by some of the underwriters to "hold firm" certain shares was separate from their underwriting agreements, and that the shares to which the words were applied were to be reckoned with those subscribed for by the outside public. This substantially increased the number of shares so subscribed, and correspondingly diminished the number to be taken by the defendant. The matter was referred to Mr. Justice CHANNELL as arbitrator, before his elevation to the Bench, and he, deciding in favour of the defendant, fixed the shares to be taken up by him at 854, but stated a special case. The Divisional Court were of a contrary opinion, but the Court of Appeal and now the House of Lords have supported the arbitrator. It would be difficult, indeed, if the words "hold firm" are to have any effect given to them, to decide otherwise. An underwriter's last thought is to hold any shares firm. He hopes to take his commission and see the shares safely absorbed by the public. An agreement to take certain shares in any event is foreign to the spirit of the underwriting agreement, and is indeed a separate contract. The underwriters who made such a contract were bound to carry it out, and, in addition, to take up the shares properly assigned to them under their underwriting agreements. The defendant's share, therefore, had been properly reduced to the lower of the two figures mentioned above.

SECTION 43 of the Licensing Act, 1872, provides that any person who appears before the licensing justices and opposes the grant of a new licence, and no other person, may appear and oppose the confirmation of such grant. The same section gives quarter sessions power to "make rules as to the proceedings to be adopted for confirmation of new licences, and the costs to be incurred in any such proceedings, and the person by whom such costs are to be paid." Probably almost every quarter sessions has made a rule requiring any person who intends to oppose the confirmation of a grant to give a written notice to the applicant, and also to the clerk of the peace, within a certain number of days of the grant, of his intention to oppose and of the grounds of his opposition. The standing orders of the quarter sessions for the county of London contain such a rule, the number of days being seven. They also by another rule provide that any such intending opposer shall enter into a recognizance with one surety to pay such costs as he may be ordered to pay. Such rules, if they go beyond rules of procedure and seek to put restrictions upon rights bestowed upon a person by Act of Parliament, must be *ultra vires*. In the recent case of *Reg.* v. *Bird and Others, Ex parte Desdes*, the validity of these two rules of the county of London was considered. The Act clearly confers upon a person who has opposed the grant a right to oppose when the grant comes before the confirming authority. No notice whatever need be given of intention to oppose the grant at the licensing meeting, and anyone has a right to oppose. It is only those who do so oppose, however, who have a right to oppose at the subsequent proceedings. Undoubtedly, quarter sessions can make rules "as to the proceedings"—*i.e.*, rules of practice—but it is going beyond a rule of practice to forbid a man to exercise a right given him by statute unless he gives certain notices, or in case he fails to find some person willing to be his surety for a sum of money. A Divisional Court, accordingly, decided that their rules are *ultra vires* and granted a *mandamus* to the justices to rehear the application in question and to hear the opposer who had not observed the rule. This is a decision which clerks of the peace will do well to notice. It may, however, be suggested that quarter sessions can practically effect the purpose of such rules by using their powers as to awarding costs. For example, it would probably be within the powers given them by section 43 to make a rule that an opposer who fails to give certain notices of his intention to oppose shall be in some way penalized as to costs.

THE QUESTION whether a conveyance of land abutting on a highway carries with it the right to the soil *ad medium filum viae* was raised in the case of *Re White's Charities* before ROMER, J. (reported *ante*, p. 429), under rather peculiar circumstances. Land incumbered with ancient rent-charges had been thrown into a highway, which was a street in the City of London, under statutory powers, in order to widen the street. The Corporation of London afterwards sold property abutting on this street, subject to this rent-charge, but without taking any covenant from the purchaser for its payment, and it was sought to establish that the purchaser was legally liable to pay this rent-charge as terre tenant of the soil, *ad medium filum viae* under the conveyance of the property to him. In *Micklethwait* v. *Newlay Bridge Co.* (33 Ch. D. 133, 145), the general rule is

thus stated by COTTON, L.J.: "The rule of construction is now well settled, that where there is a conveyance of land, even although it is described by reference to a plan, and by colour, and by quantity, if it is said to be bounded on one side either by a river or by a public thoroughfare, then on the true construction of the instrument half the bed of the river or half of the road passes, unless there is enough in the circumstances or enough in the expressions of the instrument to shew that that is not the intention of the parties." *Beckett* v. *Corporation of Leeds* (20 W. R. 454, L. R. 7 Ch. 421) was cited as an authority for treating conveyances of land abutting on streets in towns as exceptions to the rule thus broadly stated, but ROMER, J., held that there was neither reason nor authority for the suggested exception, and showed that it would be difficult, if not impossible, to define its extent. Another argument was pressed on the court—viz., that as the corporation owned the soil beyond the *medium filum* the presumption, which arose when the vendor was owner *ad medium filum*, was excluded. But ROMER, J., thought that the effect of that was not to negative the presumption, but to extend it so as to pass the actual interest of the conveying party. His lordship therefore held that the purchaser from the corporation was under a legal liability to pay the rent-charges.

THE FIRST reported application under Part I. of the Land Transfer Act, 1897, was made to BARNES, J., in *Re Barnett*, and resulted in the ruling that, where administration is asked for only in respect of real estate and the title of the applicant as heir-at-law is clear, notice need not be given to the next-of-kin of the deceased. Under section 1 real estate, notwithstanding any testamentary disposition, now devolves upon the personal representatives, and probate and letters of administration may be granted in respect of real estate only, although there is no personal estate. But the expression "real estate" for this purpose does not include copyholds. Under section 2 (4) the court in granting administration is to have regard to the rights and interests of persons interested in the real estate of the deceased, and his heir-at law, if not one of the next-of-kin, is to be equally entitled to the grant with the next-of-kin. In the present case the deceased, who was a bachelor, had died intestate, possessed of freehold and copyhold property, but not possessed of any personal estate; and application was made by his nephew and heir-at-law for a grant of administration of the freeholds. The next-of-kin had not been cited. Since the copyholds were not in question and the evidence was clear as to there being no personal estate, BARNES, J., directed the grant to issue subject to formal evidence confirming the applicant's title, but he intimated that where the title was doubtful notice to the next-of-kin should be given.

ESTATE DUTY AND THE DOCTRINE OF MERGER.

THE Court of Appeal have very satisfactorily disposed of the theory propounded by the Divisional Court in *Attorney-General* v. *Beech* (46 W. R. 44), that the doctrine of merger is a mere conveyancer's device which cannot for a moment be allowed to have any effect in derogation of the provisions of the Finance Act, 1894. The circumstances which have given rise to the litigation are perfectly simple, and, but for the singular decision just referred to, it could not have been supposed that their legal effect admitted of any doubt. Shortly stated they were as follows: By a settlement made in 1852 on the marriage of Mrs. BEECH that lady was entitled, in the event of her surviving he husband, to the income of the trust funds for life, with a powe of appointing the funds by deed or will among the children of the marriage. The husband died in 1885. There were two children of the marriage, a daughter and the defendant, HOWARD BEECH. Part of the trust funds had been realized and advanced to the daughter. By a deed of appointment, made in 1886, Mrs. BEECH appointed the funds so advanced to the daughter, and subject to her life interest, she appointed the rest of the property to the son. In December, 1894, the trustees of the settlement were WILLIAM BEECH and the son, H. BEECH. By a deed, dated in that month, Mrs. BEECH surrendered to the trustees of the settlement her life interest in all the property appointed to H. BEECH, and such surrender was expressed to be to the intent that the life interest might merge in the remainder of H. BEECH, and that, accordingly, the trustees might thenceforth hold the property in trust for H. BEECH. Mrs. BEECH died in August, 1896, and the Inland Revenue Commissioners claimed that the trust property passed upon her death and so became liable to estate duty.

The sections of the Finance Act, 1894, on which the claim was based are section 1 and section 2, sub-section 1 (*b*). Section 1 in general terms imposes the estate duty upon the principal value of all property, settled or not settled, which passes on the death of any person, and section 2 (1) specifies various classes of property which are to be deemed to be included in the phrase "property passing on the death." The first class consists of property of which the deceased was at his death competent to dispose; the second of "property in which the deceased or any other person had an interest ceasing on the death of the deceased, to the extent to which a benefit accrues or arises by the cesser of such interest." For the present purpose the other classes mentioned are not material. But if these provisions are applied to the circumstances just narrated, and if at the same time the legal effect of the circumstances is allowed to be governed by the well-settled doctrine of merger, it is at once evident that no duty is payable. The life interest of Mrs. BEECH was by the deed of December, 1894, merged in the reversion. After the execution of the deed the life interest had ceased to exist, and the trustees of the settlement held the property in trust for H. BEECH absolutely. Mrs. BEECH retained no property, and the trust funds were clearly not property of which she was at the time of her death competent to dispose. She had no power over them at all. In the same way she had no interest in the trust funds, which ceased at her death. Prior to December, 1894, she had an interest, and, had matters remained unaltered, this would have been in 1896 an interest ceasing on her death, so that estate duty on the principal value of the property would have become payable. But the state of affairs had been completely changed by the surrender of December, 1894. It was at that date, and not at the death of Mrs. BEECH in August, 1896, that her life interest ceased to exist, and this circumstance makes all the difference. The estate duty is to be levied in cases where the life interest ceases at the death, not where it ceases an indefinite period before death.

The Divisional Court (POLLOCK, B, and RIDLEY, J.) avoided this result by abolishing for the purpose of the Finance Act the doctrine of merger, and this they did upon the ground that the doctrine was a mere device of conveyancers. A taxing Act, said POLLOCK, B., is not to be construed in accordance with the ordinary language of conveyancers, or with a view to giving effect to the principles on which conveyancers act, but with a view to carrying out the intention of the Act and its provisions as expressed by its language. And similarly RIDLEY, J., declined to allow that authorities relating to the surrender of one interest and its merging in another had any relevance in deciding upon the meaning of the Finance Act. That, he said, was to be judged of by the clear and expressed object of the Act, and not by the rules of conveyancing. It has probably not before happened that conveyancers have been credited in this way with inventing for the purposes of their art principles of law. Conveyancers may take advantage of such principles in order to bring about results which they desire, but the principles of law and the art of conveyancing are totally distinct things. The true way of viewing the matter was put very clearly by CHITTY, L.J., at the end of his judgment in the present case. "In the judgments delivered in the Divisional Court," he observed, "some observations were made on conveyancers and the rules of conveyancing. I am unable to see the bearing of those observations. Conveyancers did not invent the rules of merger either at law or in equity, nor are they responsible for them. Their function is to understand the doctrine of merger and to apply it practically where it is applicable."

That the doctrine of merger may still be used for the purpose of extinguishing a limited estate, and accelerating the estate in remainder expectant upon it, is shewn very strikingly by the

decision of the Court of Appeal in *Radcliffe* v. *Bewes* (40 W. R. 323; 1892, 1 Ch. 277). There the plaintiff had, under his marriage settlement a life interest in certain trust funds, with a power of appointment among his children, and in default of appointment the funds were to go equally to the children of the marriage who should attain twenty-one. Two children lived to obtain a vested interest in the funds, and one of them died intestate. The father, as administrator to the deceased child, was entitled to his reversionary interest in a moiety of the trust funds in default of appointment, and in order to obtain the benefit of this interest he executed a deed by which his power of appointment was extinguished. The Court of Appeal, however, declined at this stage of the affair to direct the trustee to pay over to the plaintiff a moiety of the trust funds. His life interest was still in existence, and, before he could be allowed to have control over the trust funds, it was considered that the life interest must be got rid of, so far as concerned a moiety of the trust funds, by merger. "The only difficulty in principle," said LINDLEY, L.J., "in assenting to the application of the father is, that there is as yet no merger. That difficulty could be got rid of at once by a surrender by the father of his life interest so as to extinguish it, the effect of which would be that the two interests would coalesce." Accordingly, upon the plaintiff undertaking to surrender his life interest in a moiety of the trust funds to the intent that the life interest might merge in the interest in remainder vested in him as administrator of his son, the trustee of the settlement was directed to pay over to him a moiety of the funds. It would be difficult to find a clearer illustration than this of the efficacy of the doctrine of merger.

As appears from the passage already quoted from the judgment of CHITTY, L.J., the Court of Appeal, in *Attorney-General* v. *Beech*, have shewn no such distrust of the doctrine as operated upon the members of the Divisional Court. The doctrine of merger is accepted, as it was bound to be, as a well-settled principle of law, and the only question is whether the provisions of the Finance Act imposes estate duty under the circumstances resulting from the application of the doctrine. It is sufficient to apply the rule laid down by Lord WENSLEYDALE in *Re Micklethwait* (11 Ex., p. 456), and quoted with approval by Lord HALSBURY, L.C., in *Tennant* v. *Smith* (1892, A. C., p. 154), and by A. L. SMITH, L.J., in the present case: "It is a well-established rule that the subject is not to be taxed without clear words for the purpose; and also, that every Act of Parliament must be read according to the natural construction of its words." As already stated, the provision of the Finance Act on which reliance was placed by the Crown brings in for the purpose of estate duty property in which the deceased or any other person had an interest ceasing on the death of the deceased. Frequently the settled property is so dealt with as to keep in existence the life interest, even though it has passed away from the tenant for life, and then, of course, this provision applies. "The provision," said RIGBY, L.J., in *Re Earl Cowley* (46 W. R., p. 228), "would include a life interest of the deceased, even though he might have assigned or mortgaged it to any other person, or even a life interest in which he never had a beneficial right, as in the case of an estate for his life originally limited to another person." In that case the life interest of the second Earl COWLEY had been kept alive through a complicated series of dealings with the settled estates, and upon his death accordingly it was held that estate duty became payable.

But in the present case the life interest had ceased to exist long before the death of the former tenant for life, and the Court of Appeal held that this was a sufficient reason for excluding it from the operation of section 2 (1) (*b*). The duty is imposed upon property in which there is an interest which ceases on the death of the deceased. The language of the section requires that before it can be applied there must actually be an interest ceasing on the death, and this condition precedent was not fulfilled. The life interest, said A. L SMITH, L.J, had been extinguished and annihilated twenty months before the death of the owner of the life interest, upon which event it is that the estate duty attaches upon the property which then passes. The doctrine of merger, which is superior to conveyancers, and which even judges are bound to recognize, had stepped in and removed the life interest from the sphere of taxation. The date of the surrender by Mrs. BENCH of her life interest forbade any suggestion that the surrender was a gift *inter vivos*, so as to make the property taxable under section 2 (1) (*c*). For this purpose the gift must be within twelve months of the death. It appears, indeed, to have been stated by the Attorney-General as a reason for upholding the decision of the Divisional Court that under the circumstances the time limit was not material, and that a reversal of the decision would "knock the bottom out of the Finance Act" by enabling a tenant for life to evade the estate duty by a death-bed surrender. It is not likely, however, that the authorities will adopt this view in practice, and its correctness is, to say the least, doubtful. But a surrender more than twelve months before the death of the tenant for life is clearly effectual.

THE LATE MR. N. T. LAWRENCE.

WE record, with deep regret, the death, on the 29th of April, of Mr. NATHANIEL TERTIUS LAWRENCE, one of the most valued members of the Council of the Incorporated Law Society. There have been few men who have exercised a greater influence in the deliberations of that body, not merely with reference to questions of real property law and conveyancing practice—in which he was pre-eminent—but also on all matters touching the standing of the profession and the affairs of the society. The reason for this was that, although he said comparatively little, what he said had invariably upon it the impress of knowledge, calm reflection, and sound judgment, and was pervaded with the most genuine courtesy to, and consideration for, those who took the opposite view. He had strong opinions, in particular in regard to the preservation of rights of property and of the profession against invasion, but they were coupled with an enlightened sense of the responsibilities of property owners and the profession to the public, and so, although conservative to the backbone, he became the pioneer of some of the most beneficial reforms which have ever been brought about in the system of conveyancing.

Mr. LAWRENCE was admitted in 1848, and joined the long-established firm of which, under the style of Lawrence, Graham, & Co., he was at his death the senior partner. We believe that the firm dates back to at least the middle of the last century. In his earlier years he devoted himself with great energy to acquiring the mastery of real property law and conveyancing which afterwards stood him in such good stead. He joined the Council of the Incorporated Law Society in 1869, and became president in 1878-9.

At the annual provincial meeting, held in that year at Cambridge, he delivered a carefully-prepared and admirable address on the defects in real property law and the practice of conveyancing, which tended to impede the free dealing with land; suggesting, among other things, that the powers usually inserted in mortgages should be made incident by law to every mortgage transaction, subject to such modifications as might be specially expressed by deed, and that both mortgagor and mortgagee, while in possession, should have by law the full powers of leasing usually given by settlements to tenants for life; that the mortgagor should have the right of access to his title-deeds, and that there should be an *ad valorem* scale of remuneration for solicitors in conveyancing matters. He also suggested that the powers of leasing and sale, and other powers usually inserted in settlements, should be made by law incident to every settlement, without power in the settlor to control them; and that power should be given to the court to order sales at the request of the tenant for life alone. These suggestions, which contained the germs of subsequent reforms, were adopted, and developed and extended, by Lord CAIRNS, and we believe that Mr. LAWRENCE took an active part in the drafting and revision of the drafts of the Conveyancing Acts, 1881 and 1882, and the Settled Land Act, 1882.

To the end of his life Mr. LAWRENCE was prominent as a reformer of conveyancing upon the old lines. We believe that he rendered great assistance in moulding and working out the suggestions made by Mr. JOHN HUNTER in his presidential address delivered at Bristol in 1894, which resulted in Mr. WOLSTENHOLME'S Bill, now proposed to be introduced by the Incorporated Law Society. He was to the last strenuously opposed to the system introduced by the Land Transfer Act, 1897, and was one of the members of the staunch minority of the Council who declined to sanction the fatal compromise. No suggestions of the hopelessness of further opposition, and so forth, could induce him to assent to a measure which he was convinced would not be advantageous to the public, and would ultimately result in disaster to solicitors.

Mr. LAWRENCE was for many years solicitor, and latterly a director, of the Legal and General Life Assurance Society, and was one of the trustees of the United Law Clerks' Society. He married the daughter of Vice-Chancellor BACON, who survives him.

REVIEWS.

THE LAW OF BANKRUPTCY.

The Law and Practice in Bankruptcy, Comprising the Bankruptcy Acts, 1883 to 1890; the Bankruptcy Rules and Forms, 1886, 1890; the Debtors Acts, 1869, 1878; the Bankruptcy (Discharge and Closure) Act, 1887; the Deeds of Arrangement Act, 1887; and the Rules and Forms Thereunder. By the Right Honourable Sir Roland Vaughan Williams, Knt., a Lord Justice of Appeal. Seventh Edition. By Edward William Hansell, M.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The interval of four years which has elapsed since the appearance of the previous edition of this useful compendium of bankruptcy law has not seen any considerable changes in the law. An Act of minor importance apparently relating to the subject has been added to the statute book in the Preferential Payments in Bankruptcy Amendment Act, 1897, and has been incorporated by Mr. Hansell, but in fact the new provision does no more than give to debts which, under the Act of 1888, have preference in bankruptcy a like preference over the claims of debenture-holders under a floating charge in the winding up of a company, and it touches bankruptcy only in name. The alteration of rules also has been very slight, being, we believe, confined to rule 271A of 1895 (erroneously referred to "1875" in the margin of the present edition), regulating the procedure in bankruptcy where any debtor or creditor is a lunatic not so found, and rule 112B of 1896, allowing an additional fee for attending on the hearing of the petition to a petitioning debtor's solicitor residing at a distance. With these slight exceptions, the task of Mr. Hansell appears to have been confined to incorporating in the notes the effect of the recent decisions, and this, as might have been expected, has been carefully done. Instances of such decisions will be found in *Re Clayton and Barclay's Contract* (1895, 2 Ch. 212), according to which a bankrupt has power to dispose of after-acquired leasehold property before the trustee has intervened to claim it, though he has no such power with respect to freehold property; *Re Ginger* (46 W. R. 144; 1897, 2 Q. B. 461), by which trade goods mortgaged to a bill of sale holder, but left in the possession of the bankrupt, fall within the reputed ownership clause and pass to the trustee; the well-known case of *Re Carter and Kenderdine's Contract* (45 W. R. 484; 1897, 1 Ch. 776), which overruled *Re Briggs and Spicer* (1891, 2 Ch. 127), and made it possible for a title to be made under a voluntary settlement within ten years of the date of the settlement; *New, Prance, & Garrard's Trustee* v. *Hunting* (45 W. R. 577; 1897, 2 Q. B. 19), which illustrated the principle that a payment will not be a fraudulent preference when made from motives other than a desire to prefer the particular creditor; and *Re Walker* (72 L. T. 330), which for practical purposes deprives of its efficacy section 13 of the Bankruptcy Act, 1890, enabling a vesting order to be made upon a disclaimer of leaseholds of the bankrupt on the terms of the person in whose favour it is made assuming only the liabilities of an assignee. The present edition appears to have been accurately brought up to date.

TOWNSHIP AND BOROUGH.

Township and Borough. Being the Ford Lectures delivered in the University of Oxford in the October Term of 1897. By Frederic William Maitland, LL.D., Downing Professor of the Laws of England in the University of Cambridge. Cambridge: The University Press.

Professor Maitland has here produced a most interesting work on the growth of the English corporate borough, and in particular of the shire borough or county town, illustrated by the history of Cambridge as it appears in the maps and terriers of its common fields, its charters, its litigation, and in Domesday Book and the Pipe Rolls. The book is as full of modesty as it is of learning: in fact, we fear that most readers would prefer a more definite dogmatism. In the lectures, which constitute rather less than half the book, Mr. Maitland puts forward certain propositions by way of pleading. The rest of the volume contains in an appendix the principal portion of the evidence in support of the pleading. The reader is left to form his own judgment.

The main propositions advanced are the following: The borough is only a more highly developed form of the ordinary vill, township, or village community, and is, no less than the other, an agrarian unit. The shire borough is especially important as the *locus* of the shire moot, with especial privileges of markets, fairs, courts, &c.; and to aid its independence and impartiality is, in point of jurisdiction, external to all the neighbouring hundreds, as the District of Columbia (which contains Washington) is apart from all the individual States of America. Its land is also in an exceptional position, in that it has practically no lord, at any rate at first, and nevertheless is not strictly *terra regis*. Manors grow up within it; but it is not itself manorial, and no manorial courts are held. The borough court has very wide jurisdiction, even in matters affecting the surrounding country; but does not regulate the use or alienation of strips in the commonable fields. Incidentally it is suggested that the old agrarian or village community, of which the borough is only an advanced type, was highly automatic and individualist in its operation, and by no means the victory of Collectivism which the modern Socialist dreams.

On a point of ecclesiastical history, too, the research throws considerable light—viz., on the relative antiquity of townships and parishes, suggesting that the township is immeasurably the older. The township of Cambridge contains more than a dozen parishes, and in the earlier terriers it appears that the strips in the commonable fields lying side by side paid tithe to as many different parishes; supporting the theory that formerly owners paid their tithe to whatever parish they chose. So that, as Professor Maitland says, in walking across one of these commonable fields you change your parish every minute.

A charter of John gives the *town* to the men of Cambridge in fee farm, and the "men of Cambridge"—long before the legal person of a corporation was defined or definable—work out the grant in their own way. It is not surprising that, when the charter has come before the courts, it has been difficult to find rights "known to the law" to correspond to the actual position: only one instance, in all probability, of a number of public rights which have been lost because lawyers on the bench and at the bar have been too narrow in their training and terminology to admit or understand the real history of the property of which they handle the alleged laws. The difficulty works out in both directions. For instance, in the nineteenth century the courts decided that the corporation was lord of the manor and owner of the wastes, although there was no manor; and in the fourteenth century the corporation itself admitted, by a petition to the Crown, that it could not approve the wastes without leave of the king.

Professor Maitland, as we have said, is not dogmatic: all his points are delicately put forward by way of suggestion, with hints that the materials yet to be examined are too many to allow of definite opinions. But the mass of evidence he has collected is extremely weighty and interesting, and should command a large supply of readers wherever the origins of legal history interest students. We fear that they will be found in Germany more largely than in England.

We have but one criticism to make. The whole plan of the work would be clearer if each of the propositions were isolated, and the evidence bearing upon it were also isolated. But this was, perhaps, hardly possible in lectures, and would involve much repetition. We can heartily recommend the book as a model of erudition and sobriety in the way of theorizing.

HIGHWAYS.

Pratt's Law of Highways, Main Roads, and Bridges. Fourteenth Edition. By William Mackenzie, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The new edition of Pratt on Highways comes fully up to the high standard of excellence attained in previous editions. The law on the subject with which it deals may be said to be in a state of transition, for the important changes which the Local Government Act, 1894, was intended to effect in the authorities charged with the administration of the highway law have not yet come into full operation. In some parts of the country the control of the highways has not yet passed to the district councils, and parish surveyors continue to exist, advantage having been taken of the power of postponement given to county councils by the Act referred to. It is necessary, therefore, to deal in a work of this kind with the powers and duties of the surveyors as existing highway authorities; and, even when they have ceased to exist, the powers of their successors will remain so bound up with and dependent on the powers given to the surveyors by the Highway Act, 1835, that that Act must form the groundwork of any work on highway law until some consolidating Act gives the necessary powers to the more modern bodies by direct enactment instead of by reference to the powers of the old parish authorities. Mr. Mackenzie starts with a treatise on the law of highways independent of statute, in which the difficult questions of dedication, common-law liability to repair, rights of user, removal of obstructions, and the like are ably dealt with. The cases cited both in this and the subsequent portion of the work have been brought thoroughly up to date. The second, and by far the larger part of the work, deals with the statute law as to highways, and consists of the text of the statutes themselves with exhaustive notes and cross-references. Some idea will be formed of the magnitude of the work from the fact that the Acts set out and annotated in Part II. comprise the important Highway Acts of 1835,

1862, 1864, and 1878, together with portions of the Public Health Act, 1875, the Local Government Acts of 1888 and 1894, and a number of minor enactments relating to roads and bridges, tramways and locomotives. The task of annotating these statutes has been well carried out, and the result is a book which is almost indispensable to those concerned with local government law. The index, moreover, is full and accurate, and the printing and "get-up" of the book is all that can be desired.

ELECTRIC LIGHTING.

THE LAW RELATING TO ELECTRIC LIGHTING. By JOHN SHIRESS WILL, Q.C. Butterworth & Co.

This book contains the Electric Lighting Acts of 1882 and 1888, with the regulations of the Board of Trade thereunder, a form of provisional order, and various statutory forms and publications relating to electric lighting. The statutes are fully and correctly annotated, and the form of provisional order is likely to be of great service to the draftsman. Mr. Shiress Will is a master of his subject, and has produced a book giving all the information upon it which can be desired.

PARISH COUNCILS.

PARISH COUNCILS. SOME NOTES ON THE LOCAL GOVERNMENT ACT, 1894, AND SUGGESTIONS FOR AN AMENDMENT ACT. By J. HARRIS STONE, M.A., Barrister-at-Law. Reprinted from the *Law Quarterly Review*, April, 1898. Stevens & Sons (Limited).

Mr. Stone in this essay points out a few of the imperfections which have made the Parish Councils Act one of the most difficult pieces of legislation with which the practitioner has had to cope in recent years. In so far as the amendments which he proposes would remove or abate the present confusion or simplify the working of the Act, we are entirely at one with Mr. Stone. But when he goes further and desires to place in the hands of parish councils "much more power" in the management of their local parish affairs, we hesitate; the scanty powers which these bodies now possess are often not very highly prized and are sometimes by no means wisely exercised; we do not think that a case has been made out for an extension of those powers. Mr. Stone pays a well-merited tribute to the Local Government Board, whose painstaking energy has been of the greatest assistance in oiling the wheels of the cumbrous machine of the Legislature.

THE MERCHANDISE MARKS ACT.

THE MERCHANDISE MARKS ACT: TEN YEARS' EXPERIENCE. By G. B. ELLIS. Spottiswoode & Co.

This is a reprint of a paper read by the author before the Chartered Institute of Patent Agents, together with the Acts of Parliament and an epitome of the decisions, in nearly all instances given by London magistrates. This epitome of decisions is interesting and instructive, though it is difficult to deduce from it any very distinct idea of the view which any particular magistrate is likely to take in any particular case, and still less of the probable result of a prosecution where the personality of a particular magistrate is excluded. Even the Custom House authorities appear to have somewhat modified the views which they formerly held—and for the better—seeing that their present instructions to their officers provide that trade descriptions in the English language applied to foreign goods imported for home consumption from non-English-speaking countries are not to be regarded as indirect indications that the goods are of British origin, in the absence of special circumstances. This is distinctly an advance, for it was very oppressive to treat it as an offence on the part of foreign merchants or their British correspondents to tell the intended British consumers in the only language which many of them understood what was the nature or the quantity of the goods offered to them for purchase. The general impression produced by the perusal of these pages is that, whilst the Act of 1887 is one designed to produce considerable benefits to English manufacturers and traders, while worked with moderation and common sense, it is one capable of producing much hardship and leading to almost grotesque results if over-stringently interpreted and driven to extremes. It is not necessary to particularize instances, but that there have been such can hardly be doubted after looking through this little book.

THE PROLONGATION OF LETTERS PATENT.

NOTES ON THE PROLONGATION OF LETTERS PATENT FOR INVENTIONS. By G. J. WHEELER, Barrister-at-Law. Eyre & Spottiswoode.

Of the 300 pages or thereabouts of which this book consists, some thirty are devoted to a short but convenient summary of the principles which govern the prolongation of patents, with references to some of the leading cases; the remainder contain a reprint of the Acts, rules, and forms now in force which relate to the allied subjects of patents, designs, and trade-marks. The summary appears to be quite sufficient to enable patentees and their advisers to form a fairly accurate idea of their chance of obtaining prolongation and of what must be done to secure it, but it will hardly, in a doubtful case, relieve them of the necessity of referring to the decisions or to more extended treatises. However, the object which the author set before himself appears to have been attained, and the book should be of use.

BOOKS RECEIVED.

Hints on the Legal Duties of Shipmasters. By BENEDICT W. GINSBURG, M.A., LL.D. (Cantab.), Barrister-at-Law. Charles Griffin & Co. (Limited). Price 4s. 6d.

The Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37). With Copious Notes and an Appendix containing the Employer's Liability Act, 1880 (43 & 44 Vict. c. 42). By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Fourth Edition. With Analysis of a Proposed Scheme to be Certified Under the Act, and Form of Application for a Certificate. Butterworth & Co.; Shaw & Sons.

Maritime Warfare and Merchant Shipping. A Summary of the Rights of Capture at Sea. By DOUGLAS OWEN, Barrister-at-Law, Secretary of the Alliance Marine and General Assurance Co. (Limited). Stevens & Sons (Limited).

The Law Magazine and Review. A Quarterly Review of Jurisprudence and Quarterly Digest of Reported Cases. May, 1898. Stevens & Haynes.

CORRESPONDENCE.

MR. WARR'S FINAL EXAMINATION BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I notice in your issue of the 23rd ult. that you quote an extract from a letter of an opponent of Mr. Warr's Solicitor's Final Examination Bill. Many men who, like myself, have recently taken a class in the Jurisprudence School at Oxford, will find some of his remarks rather hard to understand.

First, he says, "If the Bill passes and is adopted, the Council must be prepared to welcome as solicitors a large number of men with no adequate guarantee of proficiency in the practical work of their calling." We were under the impression that one of the great objects of the Bill was to enable students to dispose of their examination work as quickly as possible in order to give them more time, during the remaining portion of their articles, to master the practical work of their profession.

Secondly, he says, "True the examination, whatever it may be, will be succeeded by three years' articles." Might one venture to point out two things with regard to this statement? (1) That it is highly improbable, taking into consideration the comparatively small amount of English Law read in the Jurisprudence Schools at our Universities, that the Council of the Incorporated Law Society will exempt a student who has gained a class in those schools from the whole or part of the Final Solicitors' Examination. (2) That the examination at Oxford which in all probability will exempt an articled clerk from the whole or any part of the Final Examination will be the examination for the degree of B.C.L. Now, as matters stand at present at the Universities, this examination cannot be passed till at least a year from the date of the B.A. degree, and probably would not be passed by the articled B.A. till two years from that date. So that your correspondent's statement that the exempting examination will be succeeded by three years' articles is manifestly incorrect. As a matter of fact, assuming that the B.A. is articled directly after his degree (as generally happens), the exempting examination will be passed possibly at the end of the first year's articles, probably at the end of the second.

Lastly, your correspondent's remarks seem to be solely based on the assumption that all Oxford and Cambridge men are an idle set of fellows, who do not work while at the Universities, and do not intend to work during their articles. Of course it is hardly necessary to point out the manifest injustice of such an assumption. The unfairness of it is amply demonstrated by the achievements and successes of Oxford and Cambridge men, both in the solicitors' profession, and indeed in all branches of the other great professions.

The object of Mr. Warr's Bill seems to be a simple and common-sense one—viz., that if a man has passed a stiff examination paper at one of the Universities on common law, equity, real property law, evidence, or procedure, he need not be compelled to go through such an ordeal again in a very similar examination paper in the Solicitors' Final.

B.A. (OXON).

April 30.

CASES OF THE WEEK.

Court of Appeal.

ATTORNEY-GENERAL *v.* **BEECH AND ANOTHER.** No. 1. 30th April.

REVENUE — ESTATE DUTY — TENANT FOR LIFE AND REMAINDERMAN — SURRENDER OF LIFE ESTATE TO REMAINDERMAN—PROPERTY PASSING AT DEATH OF TENANT FOR LIFE—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), ss. 1, 2 (1) (*b*).

An appeal by the defendants from the judgment of a Divisional Court (Pollock, B., and Ridley, J.) upon an information by the Attorney-General claiming estate duty under the Finance Act, 1894 (reported 46 W. R. 223; 1897, 2 Q. B. 535). By a marriage settlement certain property was conveyed to trustees, upon trust to pay the income thereof to the wife for life for her separate use, without power of anticipation, and, after her decease, upon trust for the children of the marriage, with a power to the wife to appoint to one or more of them by deed or will after her husband's death. The husband died in 1885. By an indenture dated the 21st of December, 1886, the wife appointed the property to her son, subject to her life interest. By an indenture dated the 18th of December, 1894, the wife surrendered to the trustees of the settlement her life interest in the property as specified in the schedule thereto, to the end and intent that such life interest might merge in the interest in remainder of the son. The wife died on the 27th of August, 1896. The information claimed that upon the death of the wife estate duty became payable under section 2, sub-section 1 (*b*), of the Finance Act, 1894, upon the principal value of the trust property comprised in the schedule to the indenture of the 18th of December, 1894, as property passing on her death. The Divisional Court gave judgment for the Crown.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.), having taken time to consider, delivered judgment allowing the appeal. They said that the life estate having been extinguished by the surrender in December, 1894, no property passed on the death of the tenant for life within the meaning of section 2, sub-section 1 (*b*), of the Finance Act, 1894. Her life interest did not cease on her death, and to no extent whatever did a benefit accrue or arise to any person upon her death by the cesser of her life interest. Therefore, as the surrender took place more than twelve months before she died, no estate duty was payable on her death in respect of the property.—COUNSEL, *Cozens-Hardy*, Q.C., *Levett*, Q.C., *W. M. Spence*, and *Austen-Cartmell*; *Sir Richard Webster*, A.G., *Sir R. T. Reid*, Q.C., and *Vaughan Hawkins*. SOLICITORS, *W. Carpenter & Sons*; *Solicitor of Inland Revenue*.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* CRONMIRE.** *Ex parte* **WAUD.** No. 1. 6th May.

GAMING AND WAGERING—PURCHASE OF STOCKS—PAYMENT OUT OF PROCEEDS OF GAMBLING TRANSACTIONS—DAMAGES FOR NON-DELIVERY—MONEY DEPOSITED AS "COVER"—RIGHT TO RECOVER.

This was an appeal by the trustee in the administration of the estate of Cronmire, deceased, from a decision of Wright, J. (reported *ante*, p. 291), admitting the proof of Alfred Edward Waud. The facts were as follows: Cronmire had carried on business as an outside dealer in stocks and shares under the style of Gregory & Co. He died insolvent in April, 1897, and his estate was now being administered in bankruptcy under an administration order. Waud had had considerable dealings in stocks and shares with Cronmire, and on the 1st of February, 1897, the accounts showed a large balance owing to Waud. On the 8th of February Waud directed Cronmire to purchase £200 Great Eastern Railway Stock for investment, and on the 9th of February Waud directed Cronmire to apply the balance owing on the previous transactions in payment of the stock. Cronmire sent to Waud a contract note stating that he had sold to Waud the stock in question "to be taken up," but the stock was never delivered. Upon the 3rd of April the account had been further increased in Waud's favour, there being now due to him £375 (including therein a sum of £49 3s. 9d. which Waud had deposited with Cronmire as "cover"). On this date Waud directed Cronmire to purchase for him a small amount of Dover "A" Stock, which was also to be paid for out of Waud's winnings. This stock was purchased but not delivered. Waud tendered a proof for the £375, but it was rejected by the trustee on the ground that the transactions were gambling transactions, and, upon appeal, Vaughan Williams, J., directed an issue to be tried by a jury as to whether they were gambling transactions. The jury found that the transactions were gambling transactions, but that the purchases of the Great Eastern Railway and Dover "A" Stocks were for investment and were real transactions. The trustee applied to Wright, J., sitting as bankruptcy judge, for judgment upon the verdict of the jury, when the proof was taken as having been amended by being turned into a proof for damages for non-delivery of the railway stocks. Wright, J., held that Waud was entitled to prove against the estate for damages for the non-delivery of the railway stocks, and also for the amount of the "cover." The trustee appealed.

THE COURT (A. L. SMITH, CHITTY, and VAUGHAN WILLIAMS, L.JJ.) reversed the decision of Wright, J., save as regards the claim for the "cover."

A. L. SMITH, L.J., said that it was now admitted that the transactions between Waud and Cronmire, with the exception of the purchases of the two sets of railway stock were gambling transactions, the result of which was that Waud won from Cronmire a certain sum. Waud carried in a proof in the administration of Cronmire's estate, and had made an affidavit which showed clearly how the case stood—namely, that the railway stocks were to be paid for out of Waud's winnings in the gambling transactions which Cronmire retained in his hands. It was contended for the trustee that Waud's claim to prove could not be shaped in any way so as to get quit of that fact. An ingenious argument had been addressed to this court and to Wright, J., in the court below, which had induced Wright, J., to disbelieve Waud's affidavit showing what the real transaction was. It was said on behalf of Waud that there had been a settlement of accounts between Waud and Cronmire, and that that was evidence of an account stated shewing that the railway stocks had been paid for. An account stated was only evidence of payment, and was not conclusive; but how could it be said that there had been a payment in this case, when Waud in his affidavit stated that there had been none. In his lordship's opinion, therefore, Wright, J., was wrong in holding that Waud could prove against the estate for damages for the non-delivery of the railway stock. Another question arose as to the £49 "cover." That was money deposited with Cronmire to secure him against loss in the event of the stock falling (see Lord Herschell's judgment in *Universal Stock Exchange* v. *Strachan*, 1896, A. C. 166, at p. 173). But the gaming and wagering transactions in the present case had come to an end, and no part of the "cover" had been used. Why, then, could not Waud claim it back? No answer could be made to that claim, and it was unnecessary to consider the question of appropriation or when the demand ought to be made. As to that part of the case Waud was therefore entitled to succeed.

CHITTY and VAUGHAN WILLIAMS, L.JJ., concurred. Order varied.—COUNSEL, *Robson*, Q.C., and *Macaskie*; *H. Reed*, Q.C., and *Israel Davis*. SOLICITORS, *H. H. Boorne*; *Atkinson & Dresser*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

High Court—Chancery Division.

***Re* REINA. FROST** *v.* **LUCAS.** North, J. 21st April.

WILL—FOREIGN STAMP DUTY—ENGLISH EXECUTORS.

The testatrix died domiciled in the island of St. Vincent leaving a will appointing English executors and giving legacies to some persons in England and some in the West Indies. Most of the assets were in this country, and the executors proved the will here and registered the probate in St. Vincent. By the law of St. Vincent an *ad valorem* stamp duty is imposed upon receipts for legacies, and the executors took out this summons to ascertain whether they were bound to demand from the legatees receipts stamped as required by the law of St. Vincent. No penalty is imposed by the law of St. Vincent for not taking such a receipt, but unstamped receipts for legacies would not be admissible in evidence in legal proceedings in St. Vincent.

NORTH, J., held that he could not compel the stamping of the receipts in accordance with the law of St. Vincent.—COUNSEL, *H. Terrell*, Q.C., and *Mander*; *Swinfen Eady*, Q.C., and *Wilkinson*. SOLICITORS, *Mander & Son*; *Cardew*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

***Re* DU CANE AND NETTLEFOLD'S CONTRACT.** Stirling, J. 29th and 30th March; 30th April.

VENDOR AND PURCHASER—SETTLED LAND—COMPOUND SETTLEMENT—TRUSTEES FOR THE PURPOSES OF THE SETTLED LAND ACTS—SETTLED LAND ACT, 1882 (55 & 56 VICT. C. 13), ss. 2 (1) (5) (8), 3, 20, 38, 50—SETTLED LAND ACT, 1890 (53 & 54 VICT. C. 69), s. 4.

This was a summons taken out by a vendor under the Vendor and Purchaser Act, 1874, asking for a declaration that certain objections and requisitions by a purchaser had been sufficiently answered. The facts were as follow: In 1885 certain estates stood limited under the will of P. du Cane to the use of Sir Chas. du Cane for life with remainder to his eldest son, the vendor, in tail, subject to a jointure of £500 in favour of Lady du Cane. By a disentailing assurance made in September, 1885, the estates were limited to such uses as Sir Chas. du Cane and the vendor should jointly appoint, and with remainder in default of appointment to the existing uses. By a deed of the 22nd of April, 1886, Sir Chas. du Cane and the vendor, in exercise of the power reserved to them by the said disentailing assurance, jointly appointed to the use of Sir Chas. du Cane for life (by way of restoration and confirmation of his former life estate under the will), with remainder to the vendor for life, with remainder to his first and other sons in tail with remainders over, and trustees of the settlement created by this deed were appointed trustees for the purposes of the Settled Land Acts. By a deed of the 23rd of March, 1887, Sir Chas. du Cane and the vendor, in exercise of the power contained in the settlement of 1886, jointly appointed the estates to uses to secure Lady du Cane a yearly rent-charge of £300, in addition to the £500, and subject thereto to the use of trustees during the life of the vendor upon certain trusts for the benefit of the vendor, his wife, and children. This appointment was made subject and without prejudice to all estates having priority under the settlement of 1886 over the vendor's life estate and all powers attaching to such estates, and without prejudice to all powers which, but for the present deed, would have been exercisable by the vendor under the Settled Land Act. By subsequent deeds, including a deed of the 11th of August, 1887, certain further charges were created on the property. Sir Chas. du Cane died in 1889. In 1897 the vendor contracted to sell a portion of the estates. The purchaser required trustees to be appointed for the purposes of the Settled Land Acts of the compound settlement

created by the deeds of the 22nd of April, 1886, the 23rd of March, 1887, and the 11th of August, 1887. The vendor declined, and as the requisition was insisted on the present summons was taken out.

STIRLING, J.—The objection here raised by the purchaser is, not that the vendor is unable to exercise the powers of a tenant for life under the Settled Land Acts, but that there are no proper trustees in existence to accept the notice required by the Acts and to receive and give receipts for the purchase-money. This case appears to me to differ from *Re Tibbits' Settled Estates* (1897, 2 Ch. 149), *Re Meade's Settled Estates* (1897, 1 Ir. Rep. 121), where the question simply was whether a reasonable case had been made for the exercise of the jurisdiction conferred on the court for the appointment of new trustees. In order that the vendor may make out his title there must, in the first place, be a settlement. A settlement is defined by section 2 (1) of the Act of 1882. Now, is the deed of 1886 a settlement under which the vendor can sell, and does it fall within the meaning of the Act? It appears to me that under that deed the estate or interest in the land other than the fee simple itself became on the execution of the deed limited to the vendor and others by way of succession. Consequently it satisfied the requirements of section 2 (1). Now, it was admitted on the authority of *Re Wright's Trusts* (24 Ch. D. 662) that the effect of the deed of the 23rd of March, 1887, was not only to reserve to the vendor the powers conferred under the settlement of the 22nd of April, 1886, by the Settled Land Acts, but at the same time to effect an assignment of the life estate by way of family arrangement within section 4 of the Settled Land Act, 1890. This being so, it is not disputed that the vendor is tenant for life within the meaning of section 2 (5) of the Act of 1882. He can, therefore, sell under section 3 and under section 20 sell the estate or interest subject to the settlement. So far there is no difficulty. But by the Act the purchase-money must be paid into court or paid to the trustees of the settlement, to whom notice must be given of the intended sale under section 45. The trustees are defined in section 2 (8). By the deed of 1886 the persons therein named are trustees for the purposes of the Acts, and they will concur in the sale and give receipts. The purchaser, however, contends that they are trustees only by reference to the deed of 1886, and that the deeds of the 27th of March and the 11th of August, 1887, must be regarded as constituting with the deed of 1886 the settlement of which trustees are to exist. The question I have to consider is, whether or no trustees must be appointed whenever a deed is executed affecting interests under the original settlement so that that settlement is no longer the only instrument by which land stands limited to persons by way of succession. As a general rule, in my opinion, this question must be answered in the negative. Suppose real estate is settled by a deed, dated the 1st of January, on A. for life with remainder to B. in fee, and B. by a deed, dated the 1st of February, conveys his remainder in fee to C. for life with remainder to D. in fee, and by the January deed trustees are appointed for the purposes of the Settled Land Acts. I do not think that the powers of those trustees are affected by the February deed, though section 38 of the Act of 1882 doubtless enables the court to appoint trustees of the other instruments. But I can find nothing in the Act of 1882 which would debar the trustees of the January deed from receiving and giving receipts for the purchase-money. This view is supported by *Re Knowles* (33 W. R. 364, 27 Ch. D. 707). I may also point out the inconvenience of its being necessary to appoint trustees of the settlement made up of the original settlement and other instruments whenever dealings other than those of the tenant for life had been effected. This difficulty does not arise when the dealing is effected by the tenant for life, as in the case of a charge of portions. But there is nothing in the Act which says that the trustees of the settlement for the purposes of the Acts are to be deprived of their power of receiving and giving receipts for purchase-money by a charge of portions. In fact I have already so decided with regard to jointures in *Keck and Hart's Contract* (46 W. R. 389, W. N. 1898, p. 29), and on consideration I adhere to that decision. Then by section 50 (3) of the Act of 1882, a tenant for life cannot exercise the powers given him by the Act without the consent of his assignee for value. It appears to me that the instrument of 1887 contains this consent on behalf of the trustees in whose favour the assignment was made. But the important point here is that, whether this be so or no, there is nothing in the Act of 1882 to shew that the powers of trustees for the purposes of the Acts are affected or contemplated to be affected by the assignment. It simply seems to impose on the tenant for life the duty of obtaining the consent of his assignee. But the provisions of the Act of 1882 have been somewhat modified by section 4 of the Act of 1890. Now the operation of that section is limited to assignments or charges made in consideration of marriage or by way of family arrangement. Consequently, as regards all other assignments for value the law still is as I have stated it, and the powers of the trustees still remain unaffected by the obligation imposed on the tenant for life to procure the assent of an assignee for value. There is, however a change made as regards assignments by way of family arrangement. If the section is to be read as providing that under a settlement such an instrument of assignment is to be deemed one of the instruments creating the settlement for all purposes, it does seem to me to be a necessary consequence that trustees should be appointed of the settlement made by the original settlement and that instrument. But the vendor contends that the section is limited to excluding the operation of section 50 of the Act of 1882. That contention is borne out by the concluding words of the section. It seems to me that the language of the Act is satisfied by the limited construction placed on it by the vendor, and that the section does not make any assignment to which it refers an instrument for all the purposes of the Act. In coming to that conclusion I found myself on the last words of the section and on the consideration that that appears to me to be the difficulty which was intended to be met by the section as a whole, and the only difficulty so far as I can see. I cannot say that everything for the purposes of the Act is to be read into the section.—COUNSEL, *Butcher*, Q.C., and *Spencer Butler*; *Buckley*, Q.C., and *Clausen*. SOLICITORS, *Nicholl, Manisty, & Co.*; *E. Bromley*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

ISAACS v. TOWELL. Byrne, J. 27th April.

VENDOR AND PURCHASER—MISDESCRIPTION—CONDITION OF SALE—RIGHT TO RESCIND—RIGHT TO RESCIND AFTER LITIGATION COMMENCED.

This was an action for the rescission of a contract for the sale of certain property advertised for sale as a freehold house, being No. 46, Westminster-bridge-road, London. The facts were as follow: The property was put up for sale on the 29th of October, 1896, at the Mart, Tokenhouse-yard, E.C. The particulars and conditions represented the property as freehold. The conditions provided that if any objection or requisition not precluded by the conditions should be made and insisted on which the vendor should be unable or unwilling to remove or comply with, the vendor should be at liberty, notwithstanding any intermediate negotiation in respect thereof or attempts to remove or comply with the same, by notice in writing to the purchaser . . . to rescind the sale, in which case the purchaser should receive back his deposit without interest or costs. The plaintiff attended at the sale and became the purchaser of the property in question for the sum of £460. The vendor produced evidence at the hearing to the effect that the title, though not freehold, was practically as good, and that the purchaser bought after sufficient notice. On or about the 5th of November the vendor delivered to the purchaser an abstract of title from which it appeared that the vendor held the premises (save a small portion thereof) by way of underlease only for a term of which about thirty-seven years only remained unexpired. The vendor was unable to comply with the purchaser's requisitions, and on the 30th of November the purchaser issued his writ. The writ was retained by the vendor's solicitors for some days, who, on the 3rd of December, gave notice of rescission under the condition. It was submitted on behalf of the purchaser, partly on the ground that nothing was said in the conditions as to any right of the vendor to rescind while litigation was pending, that the vendor had lost his right under the condition.

BYRNE, J., held that the vendor had not lost his right to rescind, because litigation had commenced before he exercised it. It could not be said that he had waived his right by acquiescence in the litigation, and such acquiescence would be necessary to deprive him of his right under the contract. No general rule could be laid down as to the time at which the right to rescission was lost, and it was not necessary to make a specific reference to litigation in a condition of sale to retain the right to rescind after litigation had commenced. On view of the whole circumstances of the case, his lordship dismissed the action, with costs as from the date of the notice to rescind, deducting costs to the date of the notice.—COUNSEL, *Eve*, Q.C., and *J. M. Gover*; *Astbury*, Q.C., and *Wheeler*. SOLICITORS, *C. & E. Woodroffe*; *W. B. Fairbrother*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

ROPER v. KNOTT. Div. Court. 30th April.

CRIMINAL LAW—WILFULLY OR MALICIOUSLY COMMITTING DAMAGE TO PROPERTY—DILUTING MILK—MALICIOUS INJURIES TO PROPERTY ACT, 1861 (24 & 25 VICT. C. 97), S. 52—HALL v. RICHARDSON (54 J. P. 345) DISAPPROVED.

Case stated by a metropolitan police magistrate. Upon the hearing of a charge made by the appellant, Roper, against the respondent, that the respondent did wilfully commit damage, injury, or spoil to four gallons of milk, the property of the appellant, contrary to the provisions of section 52 of the Malicious Injuries to Property Act, 1861 (24 & 25 Vict. c. 97). The following facts were proved: The appellant was a milk salesman carrying on business at 29, Howard-road, South Hornsey, and the respondent, who was a milk carrier in his employ, was in the habit of coming to the place of business every morning to fetch milk which he subsequently sold to the appellant's customers. On the morning of the 11th of January, 1898, the respondent was seen at 5.25 a.m. by the appellant and a police-constable, who were watching him, to conceal a three-pint can full of water in a garden of a house near the said premises. The respondent was then seen to fetch four gallons of milk in a barrow from the appellant's premises (which, in the ordinary course, would be sold and delivered by him to the appellant's customers), and bring it opposite the said garden, and then was seen to pour the three pints of water out of the can into the said milk. The respondent had been seen on a previous morning going into the same garden, and was being watched on account of complaints from customers of the appellant. The respondent was immediately taken into custody, the appellant saying to him, "You villain, what do you mean?" and the respondent thereupon said, "I am very sorry. I hope you will forgive me!" The respondent stated that he had on previous occasions been obliged to make good to his master in money the value of milk that he had lost, but there was no evidence of this, and it was contradicted by the appellant. The appellant, in giving evidence, said that he was in the habit of allowing each of the milk carriers in his employ (including the respondent) two quarts of milk a day to cover any loss that might arise from accidental spilling of the milk they took out, or from the same being stolen from the customers' doors, and also stated that he would have allowed a greater quantity had the milk carrier complained that he had lost more than the two quarts. The respondent had

not served any customers on the morning of the 11th of January before he was taken into custody. The whole of the milk, after it had been so watered, was, in fact, damaged and spoiled, and was thrown away, and the loss therein amounted in value to the sum of ten shillings and eightpence. On behalf of the respondent it was contended that in view of the decision in *Hall* v. *Richardson* (54 J. P. 345), the respondent could not, under the said circumstances, be convicted of the offence. On behalf of the appellant it was contended that the decision in *Hall* v. *Richardson* only applied to a case where the milk had been spilt accidentally. The magistrate was of opinion that the respondent acted in a fraudulent way, and that his object in adding water was to increase the bulk and to put the money into his own pocket by selling and not accounting for the surplus, but there was no malice towards or intention to injure the appellant, the owner of the milk. He was doubtful whether the section was intended to apply to such injury or damage at all; but, even if that was so, he felt himself bound by the decision in *Hall* v. *Richardson*, and accordingly dismissed the charge. The question for the opinion of the court was whether, upon the above facts, the respondent could legally be convicted of the offence. For the appellant it was now contended that there should have been a conviction, inasmuch as if the natural and obvious consequence of doing a particular act is damage to property it can be no answer on behalf of the person who does the act to say that he has no intention to injure the property. The following cases were cited: *Hall* v. *Richardson* (54 J. P. 345), *Reg.* v *Pembliten* (22 W. R. 553, L. R. 2 C. C. R. 119), *Hamilton* v. *Bow* (52 J. P. 726).

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and DAY, WILLS, GRANTHAM, WRIGHT, KENNEDY, and CHANNELL, JJ.) allowed the appeal.

Lord RUSSELL OF KILLOWEN, C.J., after stating the facts of the case, said: The result of the respondent's action was damage to his master's property. He acted with a fraudulent intention though he had no personal malice against the appellant. Under these circumstances can he be convicted of an offence within section 52 of the Malicious Injuries to Property Act, 1861. Section 51 deals with cases of injury, for which no punishment was before provided, to an amount exceeding £5 committed "unlawfully and maliciously." Now, section 52 differs from this and any other section in the Act, for it says, "Whosoever shall wilfully or maliciously commit any damage, injury, or spoil to or upon any real or personal property whatsoever, either of a public or private nature, for which no punishment is hereinbefore provided" may be committed and compelled to pay a fine not exceeding £5. It is clear the Legislature intended to draw a distinction between an act done "unlawfully and maliciously," which might be wilful but not malicious, and an act done "wilfully or maliciously." Now, this is a case of injury on the findings of the magistrate. Was it wilful damage? The respondent committed the act charged to him intending to do so—that is, he did it wilfully. A man commits an act wilfully if he intentionally does a thing which causes an injury either with the intention of doing the injury or intentionally does it knowing it will cause the injury. Therefore I think this is a case of wilful damage within the meaning of section 52. We have now to consider the case of *Hall* v. *Richardson*, on the authority of which the magistrate dismissed the charge. We cannot shrink from considering that case. There the act of diluting the milk was done wilfully, though it was not done with a fraudulent intention but to prevent loss to the owner in respect of some milk that had been accidentally spilt. We do not approve of the decision in that case. The error there is a confusion between damage to the property and consequent loss to the owner. It does not matter if there is or is not loss to the owner. The question is, Was the damage done by an act wilfully committed? The next error is that Lord Coleridge, C.J., seems to have been of opinion that there must be evidence of an intention to deprive somebody of property. It is not necessary to shew that. Lastly, the learned judge seems to have thought that the section was limited to cases for which compensation may be awarded. The section, however, does not say so. I am of opinion that this appeal ought to be allowed and the case remitted to the magistrate.

The rest of the learned judges concurred in the above judgment, WILLS, J., in his remarks referring to the case of *Gardner* v. *Mansbridge* (35 W. R. 809, 19 Q. B. D. 217). Appeal allowed.—COUNSEL, *H. Avory*. SOLICITORS, *Young & Windsor*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

APTHORPE *v.* **PETER SCHOENHOFEN BREWERY CO.** Div. Court. 28th April.

INLAND REVENUE—INCOME TAX—PROFITS AND GAINS OF ENGLISH COMPANY OWNING BREWERY ABROAD—CONTROL IN ENGLAND—PROFITS RECEIVED IN ENGLAND—INCOME TAX ACTS, 1842 (5 & 6 VICT. C. 35), S. 100, SCHEDULE D, CASES 1 AND 5; 1853 (16 & 17 VICT. C. 34), S. 2, SCHEDULE D.

This was a revenue case stated by the commissioners for the general purposes of the Income Tax Acts for the City of London. The head offices of the company were in London, and the brewery was at Chicago. The question for the decision of the court was whether the company were liable to pay income tax upon the whole of its profits, or only upon such as were remitted to England. The company appealed against assessments made upon them of £66,266 for the year ending the 5th of April, 1896, and of £63,970 for the year ending the 5th of April, 1897, under schedule D of 16 & 17 Vict. c. 34. The Peter Schoenhofen Brewery Co. (Limited) was an English company, registered under the Joint-Stock Companies Acts, with a memorandum of association, and with a registered office at 57, Old Broad-street, City, and was formed in 1889 to acquire the brewery company founded by Mr. Peter Schoenhofen at Chicago in 1860. The original company consisted of five persons, who, by contract dated the 25th of June, 1889, became vendors of all except three of the shares in the property, plant, and business of the American company to the respondent company. In order to avoid any difficulty in connection with the Illinois State laws, which prevented alien corporations and persons from holding real property in that State, it was agreed between the respondent company and the vendors that the American company should be kept on foot, and that the whole of the capital stock of the American company, except three shares of 100 dols. each, should be acquired by the respondent company, and as a consequence the respondent company became in substance owners of all the property and assets of the American company. In 1895 the net profits amounted to £66,266, and in the following year to £63,970. According to the balance-sheet there was remitted to England between the 8th of April, 1895, and the 3rd of February, 1896, the sum of £2,561 18s., and, after paying the company's expenses, £1,936 18s. of this sum was distributed as dividend among the shareholders. Between the 13th of April, 1896, and March, 1897, the sum of £3,256 was remitted to England, and of this sum £2,481 12s. was distributed as dividend. The business of the brewery was exclusively carried on in the State of Illinois, U.S.A., and all the staff lived at Chicago. The shareholders were mostly persons resident in America, although some of them resided in England and elsewhere. The powers of management of the London board were in fact delegated to the managers of the brewery at Chicago, who were the directors of the American company. The board of directors met in London and had the power to dismiss any or all of the managers, officials, and others carrying on the business in Chicago, and had an absolute power to control not only the company's affairs generally but the business carried on in Chicago. The commissioners found the following on the facts: (1) That the business carried on at Chicago was carried on by, and was the business of, the respondent company, and that the profits made were their profits; (2) that the American company was the agent of the respondent company, who managed the business from their head office in London. The commissioners, however, considered themselves bound by the decision in *Bartholomay Brewing Co.* v. *Wyatt* (1893, 2 Q. B. 499), and they accordingly reduced the assessment to the amount of the remittances to England—viz., for the year ending the 5th of April, 1896, the sum of £2,561 18s., and for the year following to the sum of £3,256. The surveyor of taxes thereupon required the commissioners to state this case. Counsel on behalf of the Crown contended that the commissioners were wrong; the company traded in England and was managed from a London office. He distinguished the case of *Bartholomay Brewing Co.* v. *Wyatt* (*supra*) from the present and submitted that on the authority of the *San Paulo* (*Brazilian*) *Railway Co.* v. *Carter* (1895, 1 Q. B. 580), affirmed by the House of Lords (44 W. R. 336), income tax was payable on the assessment as made. On behalf of the company it was argued that the inference drawn by the court in the *Bartholomay case*, which was identical with the present, was not affected by the *San Paulo case*, since it was a question of fact which must be decided by the court in every case—namely, Where, during the year of the assessment, was the business of the company in question actually carried on?

THE COURT (WRIGHT and CHANNELL, JJ.), upheld the contention of the Crown. It was clear that though the profits were earned in the United States the trade was carried on in England. The staff in America was appointed by the English company and the directors in England could dismiss any of the officials engaged at the brewery. In that state of things the observations in the judgments of the *San Paulo case* applied. The delegating of authority to persons in America was but an exercising by the English company of their supreme power. Execution stayed pending appeal.—COUNSEL, *Sir R. Webster*, A.G., and *Danckwerts*; *Asquith*, Q.C., and *T. E. Scrutton*. SOLICITORS, *The Solicitor for Inland Revenue*; *Julius & Thomas*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. *v.* **COTHAM AND ANOTHER, AND WEBB,** *Ex parte* **SAME.** Div. Court. 26th and 27th April.

JUSTICES—LICENSING APPEAL—TRANSFER OF LICENCE—CERTIORARI—MANDAMUS—ALEHOUSE ACT, 1828 (9 GEO. 4, C. 61), SS. 4 AND 14.

In this case a rule *nisi* had been obtained for two writs of *certiorari* and for a writ of *mandamus* to the licensing justices of the Prescot Division of Lancashire, who had on the 21st of December, 1897, granted to one Webb the transfer under section 14 of the Alehouse Act, 1828, of a licence granted to J. Wallace on the 25th of August, 1897, to apply for and hold a licence to sell by retail at a house situate at Church-street, Farnworth, Widnes, beer to be consumed on or off the premises. For ten years Wallace had yearly obtained a certificate to hold such a licence in respect of this house, but during the whole of that period he had not resided therein. The house in question had been used as a draper's shop, and for thirteen years no beer or other intoxicating liquor had been sold therein. It was alleged that the justices had no jurisdiction to grant this transfer. One of the rules for a *certiorari* was to quash the grant dated the 25th of August and the other rule was to quash the transfer, and the *mandamus* was to hear and determine the transfer according to law. In support of the rule it was contended that the licence granted to Wallace was null and void because he was not, according to 3 & 4 Vict. c. 61, the resident, holder, and occupier of the premises, and that therefore the transfer of such a licence was also null and void. Further, it was contended that Wallace was not a person within the meaning of section 4 of 9 Geo. 4, c. 61, from whom a licence could be transferred as he had never in fact "theretofore kept" the premises as a licensed house, and therefore it could not be said he was a person "about to remove from such" licensed premises. The following cases were cited: *Reg.* v. *King* (36 W. R. 600, 20 Q. B. D. 430), *Reg.* v. *Sharman* (46 W. R. 367; 1898, 1 Q. B. 578), *Reg.* v. *Bowman* (1898, 1 Q. B. 663), *Reg.* v. *Justices of London*

(43 W. R. 287; 1895, 1 Q. B. 214). Section 4 of the Alehouse Act, 1828 (9 Geo. 4, c. 61) provides that special sessions shall be held, at which "it shall be lawful for the justices there and then assembled in the case and in the manner and for the time hereinafter directed, to licence such persons intending to keep inns theretofore kept by other persons being about to remove from such inns as they, the said justices, shall . . . deem fit and proper persons. . . ." Section 14 gives the cases in which a transfer may be granted and *inter alia* provides for the case where a duly licensed person shall "remove from or yield up the possession of the house."

THE COURT (WILLS and KENNEDY, JJ.) discharged the rule for the writs of *certiorari*, but made absolute the rule for a *mandamus*.

WILLS, J.—It is clear that the decision of the justices cannot be supported. The premises which Webb intended to keep as an inn have for over twelve years before the application for the transfer been licensed in the name of Wallace, but somebody else had occupied them as a draper's shop, and therefore they do not come within the words in section 4 as being premises "theretofore kept by other persons being about to remove from such inns"; and, moreover, Wallace was not "about to remove from such inn"—he has never resided there. Section 4 has not, therefore, been complied with, and the justices have clearly acted without jurisdiction. The *certiorari*, however, must be discharged, as it has been laid down by the Divisional Court that in such a case as this a *certiorari* is not the proper remedy. The rule for a *mandamus* must, however, be made absolute. The justices have not confined themselves to the construction of the section, but have clearly taken into consideration matters wholly outside their jurisdiction. This is not the case where there has been a misconstruction of a statute, as no possible construction can make Wallace out to be a person who has "theretofore" kept the premises as an inn.

KENNEDY, J., in giving judgment, concurred on the same grounds, saying: It is clear Wallace does not come within section 4. That section provides that the justices may grant a licence "in the manner hereinafter directed." We are therefore referred to section 14 of the same Act, which stated the cases in which the grant may be made, and, amongst others, states that, where a duly licensed person shall "remove from or yield up the possession of the house." But it cannot be said that Wallace comes within those words. I am of opinion that the justices have not heard and determined the application according to law, and I think the *mandamus* should be made absolute. *Mandamus* made absolute; *certiorari* discharged.—COUNSEL, *Avory* and *R. M. Montgomery*; *Mattinson*, Q.C., and *T. Swift*. SOLICITORS, *Lloyd-George, Roberts, & Co.*, for *Lewis & Davis*, Liverpool; *J. Hands*, for *Edwin Berry*, Liverpool.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

CUCKFIELD RURAL DISTRICT COUNCIL *v.* GORING. Div. Court. 25th April.

HIGHWAY—FOOT-BRIDGE—LIABILITY TO REPAIR—RATIONE TENURÆ—ACTION AGAINST OWNER NOT IN OCCUPATION OF LAND—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73) s. 25 (2).

This was an appeal by the defendant from the decision of his Honour Judge Martineau, sitting at Worthing. The defendant, the Rev. John Goring, was the owner of certain land on which there were two foot-bridges over a stream. These bridges united the severed portions of two public footpaths which run over the said land. These footbridges became out of repair. The plaintiffs requested the defendant to place them in proper repair, but he failed to do so, and the present action was then brought against him under section 25 (2) of the Local Government Act, 1894, to recover £7, the expenses incurred by the plaintiffs in placing the bridges in proper repair. That section provides that: "Where a highway repairable *rationæ tenuræ* appears on the report of a competent surveyor not to be in proper repair, and the person liable to repair the same fails, when requested so to do by the district council, to place it in proper repair, the district council may place the highway in proper repair and recover from the person liable to repair the highway the necessary expenses of so doing." The county court judge held that a liability *rationæ tenuræ* to repair the bridges attached to the land, and that proceedings under the above section might be taken against the owner of the land, and he accordingly entered judgment for the plaintiffs. The defendant now appealed on the ground, principally, that proceedings under section 25 (2) could only be taken against the occupier of the land.

THE COURT (WILLS and KENNEDY, JJ.) allowed the appeal.

WILLS, J., in giving judgment, said that at the time of the passing of the Local Government Act of 1894 the law was that it was only the occupier of land subject to a liability to the repair of highways *ratione tenuræ* who could be proceeded against and compelled to carry out such repairs. In the case of *Reg.* v. *Barker* (25 Q. B. D.) Lord Coleridge, C.J., said, "From the date of Rolle's Abridgment to the present time, the *placitum* (B) 2, which lays down the law both in the affirmative and the negative that you must indict the occupier and cannot indict the owner." That passage had been held to refer to highways repairable *ratione tenuræ* although it did not in terms refer to such highways. There was, therefore, very ancient authority for saying that the occupier is the only person against whom the liability could be enforced, though no doubt the occupier had a right to be re-imbursed by the owner. Section 25 (2) of the Local Government Act, 1894, does not bring in the owner of the land as a person liable to be proceeded against; it merely provides a simpler remedy and enables the local authority to do the repairs and recover the expenses of so doing from the person liable *ratione tenuræ* to repair. The proceedings in this case had been taken against the wrong person, and the appeal would therefore be allowed.

KENNEDY, J., concurred. Appeal allowed.—COUNSEL, *Marshall Hall* and *R. E. Moore*; *Dickens*, Q.C., and *Bazell*. SOLICITORS, *Buckwell*, Brighton; *C. H. Waugh*, for *E. Waugh*, Haywards Heath.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. *v.* BIRD AND OTHERS. *Ex parte* **NEEDES.** Div. Court. 2nd May.

LICENSING LAW—NEW LICENCE—CONFIRMATION—RIGHT TO OPPOSE—REGULATIONS OF QUARTER SESSIONS—ULTRA VIRES—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), ss. 37, 43.

Rule *nisi* to the county licensing committee of the County of London to hold an adjourned sessions and hear and determine the application of V. Guidotti pursuant to section 43 of the Licensing Act, 1872, that a provisional grant of a victualler's licence for certain premises might be confirmed, and to hear the objections of the appellant Needes thereto. On the 25th of March, 1898, Guidotti applied to the licensing justices of the St. Margaret's Division, Westminster, for the grant of a new licence; the appellant appeared and opposed, and the provisional licence was granted. Rule 30 of the Standing Orders of the London Quarter Sessions provides "that every person (subject as hereinafter provided) intending to oppose the confirmation of any such provisional licence . . . before the county licensing committee shall, within seven days after the grant of such provisional licence . . . give notice to the applicant and to the clerk of the peace by registered letter of his intention to oppose the confirmation of such provisional licence." This notice was not given by the appellant; but on or about the 16th of April a notice of opposition was tendered by the appellant at the Sessions House, and was refused, the application having then been entered in the unopposed list. On the 17th of April notice that the appellant intended to oppose and would apply for leave to be heard in opposition was served by registered post on Guidotti. On the 27th of April (the day fixed for the hearing by the county licensing committee of the application for confirmation) the application of the appellant to be heard in opposition was refused, and the grant of the licence was confirmed. The appellant then obtained this rule. Section 37 of the Licensing Act, 1872, enacts that "the justices in quarter sessions shall make such regulations with respect to the meetings of any such committee (viz., the county licensing committee) and the transaction of business thereat as they may think fit." Section 43 enacts that "any person who appears before the licensing justices and opposes the grant of a new licence and no other person may appear and oppose the confirmation of such grant by the confirming authorities in counties and boroughs. . . . In a county the justices in quarter sessions assembled . . . shall make rules as to the proceedings to be adopted for confirmation of new licences, and the costs to be incurred in any such proceedings, and the person by whom such costs are to be paid." It was contended by the appellant that the rule making the prescribed notice by a person who had appeared in opposition to the provisional grant a condition precedent to his right to be heard in opposition to the confirmation was contrary to section 43, and was *ultra vires*.

THE COURT (WILLS and KENNEDY, JJ.) allowed the appeal.

WILLS, J.—At first sight nothing can appear more reasonable than that there should be a rule as to the hearing of these licensing cases by which a condition could be enforced that proper notice of opposition to the confirmation of a licence should be given. But is it within the power given by the statute to make rules as to the proceedings for confirmation? [His lordship read sections 37 and 43.] I think the power thus given must include power to make rules, consistent with the Act, dealing with the manner of opposing as well as with the confirming of the provisional grant; the opposition is part of the business relating to the confirmation. But that still leaves the real difficulty untouched. The Act of Parliament (section 43) gives power in so many words to a person who has opposed the first application to appear and be heard on the further application for confirmation. I think that the power to make rules, however wide, cannot give power to override the express power given by the statute to appear and oppose. The quarter sessions have made rules, some of which may be *ultra vires*, but we have only one to deal with here. Rule 34 expresses neatly the effect of what they have done—"any person who has appeared before the licensing justices and opposed a grant of a new licence, and who has complied with these rules, and no other person, may appear before the county licensing committee." That imposes a new condition not imposed by the Act of Parliament, and is *ultra vires*. I think it would be within the power of the sessions to say that a person who has not given proper notice should have to pay the costs of any necessary adjournment or other costs; such a rule would certainly have my judicial sympathy; but in imposing a condition of appeal which is not within section 43 they have gone beyond their powers. No question arises here as to rule 31, which requires a surety to be found for the amount of the costs, but it seems clear that there is no power to impose such a condition as that. The rules require revision. The principle is that no regulation made under an Act of Parliament can abridge a power given by the Act itself.

KENNEDY, J.—The county licensing committee treated themselves as bound by certain rules with which the person seeking to oppose the confirmation of the licence had not complied. He had satisfied the requirements of section 43, and had therefore entitled himself to appear and be heard in opposition to the confirmation. To make an absolute rule barring a person who is by the Act given a right to be heard from being heard unless he gives certain notices and does certain things is to go beyond the power to make rules as to the proceedings for confirmation. Had the rule been that the application should in the absence of notice of opposition be put in the unopposed list and so heard, unless there is an application, for good cause shewn and upon payment of costs, to transfer

it to the opposed list I think it would have been good; but this rule is unconditional and is *ultra vires*. Rule absolute.—Counsel, *Scrutton; Candy*, Q.C., and *Peter Grain*. Solicitors, *Percy Gates; Francis Rudall*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

REG. *v.* EDWARDS. C. C. R. 30th April.

Criminal Law—Obtaining Credit by Fraud—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 13.

Case stated by the recorder of Kingston-upon-Hull. The defendant was indicted under section 13 of the Debtors Act, 1869, for having obtained credit for a sum of £7 7s. 11d. for food and drink and sleeping accommodation supplied, and service rendered to him by a hotel proprietor. It was proved that the prisoner came to the hotel and engaged a bedroom which he occupied for about a fortnight, being during that time supplied with food and drink and other articles. When ordering some of these articles he said: "I will have that booked; the firm will pay for it, and it does not come out of my pocket"; and when bills were presented to him for payment he asked for time, and said that he was expecting remittances from his mother. Subsequently, when pressed for payment he said: "I am going to throw myself on your mercy; I had no money when I came, and I have no money now; I have no firm, and I cannot pay your bill unless the money is given me by someone." He was then apprehended. The recorder directed the jury that before they could convict they should be satisfied that the defendant was a person without sufficient means to pay the debt he had incurred to the prosecutrix, and that with the intention of cheating her he had obtained credit from her by means of fraud, the defendant not intending to pay the debt. The jury found the defendant guilty. The question was whether the conviction could be supported on the facts. There was no appearance in the court either by counsel or in person.

The Court (Lord Russell of Killowen, C.J., and Day, Wills, Grantham, and Kennedy, JJ.) affirmed the conviction.

Lord Russell of Killowen, C.J., in delivering the judgment of the court, after referring to the facts, said that there was no doubt that there was evidence of the prisoner's guilt to go to the jury; the case was on all fours with *Reg.* v. *Jones* (1893, 1 Q. B. 119).

[Reported by T. R. C. Dill, Barrister-at-Law.]

PRIOR *v.* THE SLAITHWAITE SPINNING CO. Div. Court. 29th April.

Factory Acts—Meal-times—Employment—Factory and Workshop Act, 1878 (41 Vict. c. 16), s. 17.

Section 17 of the Factory and Workshop Act, 1878, provides (sub-section 2), with respect to the meals of persons employed in a factory or workshop, that: "A child, young person, or woman shall not, during any part of the times allowed for meals in the factory or workshop, be employed in the factory or the workshop, or be allowed to remain in a room in which a manufacturing process or handicraft is being then carried on." Section 19 provides for the times of meal-times being specified in a notice affixed in the factory or workshop, and that the times allowed for meals shall be deemed to be the times so specified. Section 94 provides: "A child, young person, or woman who works in a factory or workshop, whether for wages or not, either in a manufacturing process or handicraft, or in the cleaning any part of the factory or workshop used for any manufacturing process or handicraft, or in cleaning or oiling any part of the machinery, . . . shall, save in so far as is otherwise provided by this Act, be deemed to be employed therein within the meaning of this Act." An information was laid against the respondents for that a young person was employed in their factory during the time allowed for meals. The young person, a boy named Garside, on the 13th of November, 1897, stayed inside the factory, a textile mill, during the time allowed for dinner. He did so of his own accord because it was warmer inside. Having finished his dinner before the dinner-time expired, in order to while away the time he set to work to oil the spindles. In doing so he was acting contrary to the rules made by the respondents and affixed in the mill. It was no part of Garside's duty to oil the spindles. His duty was to tie up broken threads. The justices before whom the information was heard dismissed it upon the ground that there was no evidence that the boy was employed by the respondents, but they stated a case for the opinion of the High Court. It was contended by the respondents that the acts done by the boy were not necessarily evidence that he "worked" within the meaning of section 94. These acts might have been mere mischief or done for the sake of amusement. It was further contended that the respondents were entitled to exemption under the terms of section 87.

The Court (Wills and Kennedy, JJ.), allowed the appeal and remitted the case to the justices to convict.

Wills, J., said that under the words of the enactment extreme cases of hardship might arise from which the mind revolted. But those cases were not likely to be of frequent occurrence, and it was important to see whether it was necessary for the Legislature to cover such cases in order to attain the objects aimed at by the legislation. The policy of the enactment was to ensure that certain classes of persons employed in factories and workshops should have the hours allowed for their meals preserved intact. That policy could only be carried out in the manner provided in the Act, and it mattered not how rigorously it might work in some cases; if the case fell within the terms of the Act it must be dealt with accordingly. In the present case the boy was oiling spindles during the dinner-hour. He was none the less working in spite of the fact that he was doing what he did to amuse himself. Nor did the distinction avail that his doing what he did was contrary to orders. The magistrate did not find that the boy was not working. All he found was that he was not employed by the respondents. The respondents were not entitled to the benefit of the exemption contained in section 87 of the Act, for it was essential to that exemption that an information should be preferred against another person.—Counsel, *Sutton; Rawlinson*, Q.C., and *Harper*. Solicitors, *Treasury Solicitor; Learoyd & Co.*

[Reported by C. G. Wilbraham, Barrister-at-Law.]

***Re* THE ROYAL COLLEGE OF SURGEONS.** Div. Court. 28th and 29th April.

Inland Revenue—Bodies Corporate or Unincorporate—Income or Profits of Property—Duty—Exemption—Property Appropriated for Promotion of Science—Customs and Inland Revenue Act, 1885 (48 & 49 Vict. c. 51), s. 11 (3).

In this case the Royal College of Surgeons petitioned to be discharged from an assessment made under the Customs and Inland Revenue Act, 1885, on the ground that the college is an institution for the promotion of "education, literature, science, or the fine arts." The petition showed as follows: "(1) That by the Customs and Inland Revenue Act, 1885, it is enacted that there shall be levied in respect of all real and personal property which shall have belonged to or been vested in any body corporate or unincorporate . . . a duty at the rate of £5 per centum upon the annual value, income, or profits of such property . . . after deducting all necessary outgoings . . . subject to exemption from such duty in favour of property of the description following—that is to say, property which, or the income or profits whereof, shall be legally appropriated and applied for the benefit of the public at large; property which, or the income or profits whereof, shall be legally appropriated and applied for the promotion of education, literature, science, or the fine arts; (2) that the petitioners are a body politic established by Royal Charter in the year 1800; (3) that the objects of the petitioners' incorporation, as specified in the said Royal Charter, are the benefit of the common weal of this kingdom by the promotion of the art and science of surgery and the due promotion and encouragement of the study and practice of the said art and science of surgery; (4) that further powers and privileges have from time to time been conferred upon the petitioners by subsequent Royal Charters . . . . with the object more effectually to promote and encourage the study and practice of the said art and science of surgery; (5) that by the charter divers obligations and duties are imposed upon the corporation for the benefit of the public at large and the promotion and encouragement of the said art and science of surgery; (6) that the petitioners are, under terms imposed by Government, the custodians at their own expense of the Hunterian collection, which is national property; (7) that on the 24th of June, 1894, the annual value of income . . . from real property was £7,200, the total value of the personal estate was £187,195 17s. 11d., and the income . . . therefrom for the same yearly period was £5,833 5s. 7d.; (8) that the whole property . . . was legally appropriated and applied for the benefit of the public at large or for the promotion of science, literature, or education; (9) that the petitioners were called upon by the Commissioners of Inland Revenue to deliver an account in accordance with section 17 of the Customs and Inland Revenue Act, 1885, that they did deliver such an account claiming . . . exemption; (10) that the petitioners were notwithstanding assessed by the Commissioners at £3,161, and required to pay as duty thereon the sum of £158 1s.; (11) that they had been compelled to pay the same. (12) The said sum of £3,161 included the following: The sum of £300, the annual value of that part of the library within the premises Nos. 40, 41, 42, Lincoln's-inn-fields; the sum of £250, the annual value of the official residence of the conservator of the museum which contains among other things the said Hunterian collection; £200, the value of 39, Lincoln's-inn, another portion of the library. (13) Apart from the general claim to total exemption the petitioners submit that, in any event, the above property comes within the provision for exemption." From various affidavits read it appeared that the college, in addition to performing the duties imposed upon them by the Charters, held examinations and granted diplomas to enable candidates to practice as surgeons and dentists. On application the public may obtain access to the library. For the petitioners it was contended that the whole college was exempt, and in the alternative that all or some of the separate buildings were exempt. The Crown exempted the museum, but claimed that none of the other buildings were exempt as they were not appropriated and applied for the promotion of science. The following cases were cited: *Society of Writers to the Signet* v. *Commissioners of Inland Revenue* (2 Tax C. 257); *Tailors of Glasgow* v. *Commissioners of Inland Revenue* (24 Scot L. R. 516); *Re Botham Ward Strays* (40 W. R. 121, and in Court of Appeal, 1892, 2 Q. B. 152); *Linen and Woollen Drapers Case* (58 L. T. 949); *Forrest* v. *Commissioners of Inland Revenue* (39 W. R. 33, 15 App. C. 334).

The Court (Wright and Channell, JJ.) found in favour of the petitioners as regards the conservator's house, but against them in respect of the rest of the property.

Wright, J.—The Inland Revenue Act specially exempts from taxation, firstly, property which, or the income or profits whereof, shall be legally appropriated and applied for the promotion of education, literature, science, and the fine arts. No declaration of trust is required in such a case. The present case does not come within that class, for it cannot be said that the property of the petitioners is legally appropriated and applied for the promotion of science. The main object of the petitioners is the granting certificates or diplomas to persons intending to become surgeons, and the largest source of income arises from examination fees. Then, secondly, there is the class of property the income of which is not wholly devoted to the purposes of science, but to objects of a mixed character. In such cases each part of the property must be taken and examined separately to see if it has been legally appropriated and applied to purposes

for which exemption can be claimed. The principles laid down in *Forrest* v. *The Commissioners of Inland Revenue* must be applied here. It is conceded that the museum is exempt. In my opinion the Hunterian museum is also exempt. Then as to the offices. These are mainly appropriated and applied for examination purposes and not for the promotion of science, and that applies still more so to the examination-hall. The library seems a more difficult point, but it has not been shown that it is mainly devoted to the purposes of science. As regards the conservator's house, the Crown contends that it is not exempt, because the college might appoint another house for the conservator to reside in. I, however, think that it is exempt, as it is within the purposes of the college to have a conservator's house. It would be exempt just the same even if it were removed.

CHANNELL, J., delivered a judgment to the same effect.

COUNSEL, *Sir E. Clarke*, Q.C., and *J. R. Paget*; *Sir R. Webster*, A.G., and *Danckwerts*. SOLICITORS, *Wilde, Moore, & Wigston*; *Solicitor of Inland Revenue*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Winding-up Cases.

Re **WAVERLEY TYPEWRITER (LIM.). D'ESTERRE *v.* WAVERLEY TYPEWRITER (LIM.). 21st April.**

COMPANY—WINDING UP—RETROSPECTIVE ACTION—DEBENTURES—PREFERENTIAL PAYMENT—PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888 (51 & 52 VICT. c. 62) s. 1—PREFERENTIAL PAYMENTS IN BANKRUPTCY AMENDMENT ACT, 1897 (60 & 61 VICT. c. 19) s. 2.

Summons by the liquidators for directions. The debenture-holders' action and the winding up of the company both commenced before the Preferential Payments in Bankruptcy Amendment Act, 1897, came into force. Section 2 enacts "In the winding up of any company under the Companies Act, 1862, and the Acts amending the same, the debts mentioned in Preferential Payments in Bankruptcy Act, 1888, shall, so far as the assets of the company available for the payment of general creditors may be insufficient to meet them, have priority over the claims of holders of debentures or debenture stock under any floating charge created by such company, and shall be paid accordingly out of any property comprised in or subject to such charge." By section 1 (*c*) of the Act of 1888 workmen were given priority for the winding up. The question which arose in this case was whether the Act of 1897 was retrospective or not.

WRIGHT, J., held that in this case the workmen were not entitled to priority over the debenture-holders, as (1) *primâ facie* the Act was not retrospective although ambiguous, and also that, having regard to section 3 of the Act, *primâ facie* that provision was prospective. In this case the Legislature had interfered with the rights of debenture-holders if they had not taken steps to realize their securities before the passing of the Act, but it had not gone so far as to interfere with their rights when they had already taken steps.—COUNSEL, *C. T. Mitchell* and *Percy F. Wheeler*. SOLICITORS, *Shaw, Roscoe, Massey, & Co.*; *James Mote & Sons*.

[Reported by C. W. MEAD, Barrister-at-Law.]

NEW ORDERS, &c.

ORDER OF TRANSFER.

ORDER OF COURT.

Monday, the 2nd day of May, 1898.

Whereas, the causes and matters set forth in the Schedules hereto, which were by the order dated the 22nd of February, 1898, transferred to the Honorable Mr. Justice Gorell Barnes for the purpose only of hearing or of trial, remain undisposed of; Now I, the Right Honorable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the Schedules hereto, be re-transferred to the respective judges from whom they were transferred by the said order and be marked to the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

Re-transferred to Mr. Justice STIRLING.

1897.

Croysdale v Sunbury-on-Thames, &c, Council 1897 C 498 May 14
De Young v Chandler 1897 D 291 May 20
The Dunlop Pneumatic Tyre Co, ld v Stone 1896 P 1,760 May 20
Blaiberg v Mear 1896 B 4,988 May 25
Pretcher v New Rio Tinto Copper Co, ld 1897 P 189 May 25
Barrett v Barrett 1897 B 1,844 May 18

SECOND SCHEDULE.

Re-transferred to Mr. Justice ROMER.

Hetley v Webber 1896 H 4,067 May 11
Edison Bell Phonograph, &c ld v Rigg 1897 E 69 June 25
Incandescent Gas Light Co ld v New Incandescent (Sunlight Patent), &c ld 1896 I 1,994 June 26
Inman v Bishop 1896 I 2,133 July 5
In re Letters Patent, No 10,644 of 1887 and 13,443 of 1889, granted to Carl Haggenmacher petition July 10
In re Hatteraley & Jackson's Patent, No 22,928 of 1895, &c petition Aug 7
Garstin (trading, &c) v Stafford 1897 G 687 Nov 15

THIRD SCHEDULE.

Re-transferred to Mr. Justice BYRNE.

Dessau v Grueber 1896 D 608 Feb 30

HALSBURY, C.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 28th day of April, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1898—L.—No. 793).

In re The Licensed Trades' Protectorate Limited.
Sir Raymond West (Knight) v The Licensed Trades' Protectorate Limited.

HALSBURY, C.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 29th ult., the President (Mr. WILLIAM GODDEN, of London) taking the chair.

The PRESIDENT: Before proceeding with the business upon the agenda I should like to mention first of all, what we all know, that the

LAND TRANSFER ACT

of last year comes into operation on the 1st of July, and that it is intended to apply it in London, as appears from the published accounts of the proceedings of the London County Council, progressively in portions.

Mr. FORD: Moderately.

The PRESIDENT: After July no conveyances on sale will pass the legal estate unless the purchaser puts his name on the register, which he will be able to do as with a possessory or a qualified or an absolute title. The rules under that Act have been prepared with enormous labour, and are now obtainable by the public for examination and criticism. Under these rules the Act will apply to leaseholds having more than forty years to run. Another subject I would also mention, with regard to the publication of rules under the

WORKMEN'S COMPENSATION ACT.

These rules also are open to the public. Anyone can obtain a copy. They are intensely interesting to our country clients, especially country clients in the industrial centres. The only other subject I will trouble you with is that, the strain on our reserves caused by our semi-judicial functions having been somewhat relieved, we are able to do a little more for our members. We have already furnished you with some books which may be useful, and I may mention another, the new edition of the

SCALE DIGEST,

which will be forwarded to the members. As you know, the digest consists at present of the edition issued some years ago, and vols. 2 and 3 by way of supplement, and of indices. Without indices it is not a very easy matter, even for those familiar with the book, to find what they want. We hope, before the annual meeting, to issue to every member of the society free of charge a consolidated new edition of the digest.

Mr. F. ARMITAGE (London) asked if it was in order to inquire with reference to the Land Transfer Bill as to what part of London had been selected to begin with.

The PRESIDENT: I do not think it would be quite in order.

SOLICITORS TO GOVERNMENT OFFICES.

Mr. HARVEY CLIFTON (London) moved, in accordance with notice: "That the Council of the Incorporated Law Society (U.K.) should take steps to obtain a repeal of section 47 of the Solicitors Act of 1843, which provides that this Act shall not extend or be construed to extend to the examination, admission, rights, or privileges of any persons appointed to be solicitors to the Treasury and other Government offices." The section in question provided "That this Act or anything herein contained shall not extend or be construed to extend to the examination, swearing, admission or emolument or any rights or privileges of any persons appointed to be solicitors of the Treasury, Customs, Excise, Post Office, Stamp Duties, or any other branch of Her Majesty's Revenue, or to the Solicitor of the City of London, or to the Assistant of the Council for

the Affairs of the Admiralty or Navy, or to the Solicitor to the Board of Ordnance." He said it would be remembered that some two years ago he asked a question of the then president in regard to the appointment of solicitors to Government offices, and although he had no expectation whatever of securing the passing of his motion, yet he desired to press the matter forward in order that the Council might give it their constant and best attention. When he asked the question before, he inquired whether steps would be taken to obtain a repeal of the section to which he referred in the motion. He was then told that no steps would be taken, but that as the vacancies occurred representations would be made by the society to the authorities. The Act of George 4, which originally dealt with the matter, recited in the preamble as follows: "Whereas it has been found greatly conducive to the public interest that attorneys specially appointed by the Commissioners of the Treasury or by the several Commissioners of His Majesty's Revenue to be solicitors or attorneys on behalf of his Majesty should act and practise as such solicitors or attorneys without being admitted or enrolled as solicitors or attorneys, and without being subject by reason of such acting or practising to any regulations in force in any part of the United Kingdom relating to solicitors and atttorneys." He ventured to suggest that that preamble was utterly untrue and utterly unjustified to-day, and that it was a standing insult to solicitors that such a preamble should remain in the Statute Book. Section 47 of the Act of 1843 provided that the ordinary regulations as to admission of solicitors should not apply to solicitors appointed to the various offices such as the Treasury and other Government offices. What did they find at the present day? Among the appointments which should be held by solicitors but which were held by members of the bar were that of the Assistant Solicitor to the Customs, the Solicitor to the Exchequer and Audit Department, the Solicitor to the Secretary of State of India, the Solicitor for Inland Revenue, the Assistant Solicitor for Inland Revenue, Solicitor to the Local Government Board, Solicitor to Public Works and Buildings Department, Solicitor to Queen Anne's Bounty, Solicitor to the Treasury, and the Assistant Solicitor to the Treasury, and the Solicitor to the Woods and Forests. He thought that was a pretty complete catalogue. It was a standing injustice to solicitors to-day. Whatever the facts might have been in 1843 which necessitated the appointment of barristers to solicitors' appointments, these were not the facts to-day, and whatever might be the feeling of the older members of the profession with regard to the existing state of things, it was not the feeling of the younger generation of solicitors to-day. The members looked to the Council to maintain the prestige of the profession and to secure to them appointments which they ought to hold, and although he was afraid he should not be very heartily supported to-day, inasmuch as the men who felt the matter most strongly were not able to attend, and, although he had no chance of passing the resolution, he hoped that some little good might be done by the publicity of the fact that many young solicitors felt very greatly the grievance to which he had drawn attention. He should not take up further time, because he believed that there was a strong feeling, and it was not for him to elaborate or emphasize it.

Mr. W. Haseldine Jones (London) seconded the motion.

Mr. Charles Ford (London) said he had felt for thirty years that the Act placed solicitors in a monstrous position. The Act was passed in 1843 in the interests of the bar. But he thought the meeting could hardly be asked to pass the motion, and he should like to move as an amendment, which perhaps Mr. Clifton would accept: "That it be referred to the Council to consider and report at the next general meeting on the question of modifying or repealing the section." It would be better to leave the matter in the hands of the Council rather than that it should be passed without a more full discussion. There was a good deal more in it than possibly Mr. Clifton imagined, because it extended to the Solicitor of the City of London, to the Solicitor to the Admiralty, and to all sorts of rubbish of that kind.

Mr. Armitage seconded the amendment.

Mr. Grinham Keen (London) said that during the twenty-one years he had been a member of the Council the Council had made numerous efforts in the direction pointed out by the motion when the Solicitorship to the Customs, the Admiralty Solicitorship, and the Queen's Proctorship were vacant.

The President: The Post Office Solicitorship.

Mr. Keen said the Post Office Solicitorship also. The Council had had committees sitting from time to time. He had had the pleasure, with others, of spending a day in the Council room helping to compose a letter to the Prime Minister on the subject, and they had never lost an opportunity of doing their utmost to put the right man forward from the ranks of the solicitor branch of the profession. To speak of it as a new thing, as far as the Council was concerned, was rather a mistake. He felt that to expect the Government to give up the right to appoint anybody they chose to a particular office was out of the question. They must keep on pegging away every time there was a vacancy, and get as many solicitors in as they could; and he claimed for the Council that they had done this invariably.

The amendment was negatived, 6 votes being given in its favour, and 16 against.

The motion was also rejected, the voting being—for, 6; against, 15.

Law Society Club.

The following appeared on the agenda paper: "Mr. William Melmoth Walters will move that the following resolution, in reference to the Law Society's Club, passed at the special general meeting on the 28th of January last, be confirmed—viz.: '(1) That the following addition be made at the end of rule 3: "but the committee shall have power at their discretion to suspend or reduce the entrance fee for any period or for any class of members, and also to reduce the annual subscription payable by members or any class of members"; (2) that the following addition be made at the end of rule 4: "but such subscription may be reduced by the committee as before mentioned"; (3) that the words "if any" be inserted in rule 6 after the words "entrance fee," and in rule 7 after the words "entrance fees."'"

Mr. C. Mylne Barker (London) moved the resolution at the request of Mr. Walters, who was unable to be present. The object was to extend the usefulness of the club by letting in country members at what amounted to a nominal subscription. It gave power to reduce the entrance fees, but no power to increase them.

Mr. J. T. Atkinson (Selby), as a country member of the Council, seconded the motion. It was a step in the right direction, and he anticipated a large accession of country members.

Mr. Ford said this was shocking. Here were members of the Council who were most eager in the matter. It was the one absorbing subject of consideration, this club, he was afraid. He wished the club at the bottom of the Atlantic. The original club was wound up and disposed of long ago, and this new club was no better. It was a mischievous thing for the society that there should be 200 or 300 out of the thousands of members of the society who absorbed and monopolized about a third of the society's property. Mr. Barker had put the matter in a very euphonious fashion. If the club paid the society £2,000 a year the members could get many more interesting volumes such as that promised by the president. By the first section of the motion the club might elect anybody, the Lord Chancellor possibly. He was glad to know there was a division amongst the Council in regard to the club. He hoped the Council would not encourage the club. If the society wanted a place for luncheon it should be open to every member of the society. There was no hope, however, of resisting the club members present to-day, who were a majority in the meeting. The club was like a barnacle on the bottom of a ship, a thing that ought to be removed.

Mr. Grinham Keen said he was rather surprised at Mr. Ford's arguments. He had thought Mr. Ford would have been an ardent supporter of a movement which would be very useful to the country members at large. That was all it came to. The reason for the Council being there was to be of service to the members of the society, and this proposal had for its object to make the club much more useful throughout the length and breadth of the land. He had been connected with the society for forty years and upwards, and he had always felt that the society had been the grandest thing for solicitors it was possible to imagine. He had always felt that he would do his level best to keep and conserve that which a bygone generation had created for solicitors, and hand it down to those who should follow without its being any worse than it was before. It has been the making of the solicitor branch of the profession, and what was the original prospectus that was put out when the society was contemplated? That there should be a law institution, and that there should be a club attached to it on the lines of the Athenæum and University Clubs, and the old club remained still and was a very great convenience to a great number of the profession. The object of the alteration of the rules now proposed was to make the club more useful throughout the country. Mr. Ford said that the club was done away with on a former occasion, but he (Mr. Keen) denied it altogether. It was not done away with. Technically there were originally two ballots, the ballot for membership of the society and the ballot for membership of the club. That was a mistake. He remembered that Mr. Lake pointed it out at a very early period, and it was seen at once that there was a technical objection to two ballots. This had been overlooked in forming the club. All that had been done was to get rid of one of the ballots. It was a little technical objection, which had been swept away and the old club remained.

Mr. F. K. Munton (London) said he was not a member of the committee of the club, but he was a member of the club.

Mr. Ford: You are going to help to pass the motion though.

Mr. Munton said he had seconded a resolution ten years ago to enable the Council to elect honorary members to the club, and the meeting had carried the motion. The Council, however, had used the power given to them most honourably and sparingly, and had only nominated the secretary and the assistant secretary. He thought it very unfair that Mr. Ford should bring the matter forward in this way, knowing that the statements he made would get into the Press. Still, it was a good thing that they should get into the papers so that the true state of the case might be known. But the statements Mr. Ford had made ought not to be allowed to go unchallenged.

Mr. Ford asserted that the old club had been done away with. The resolution was recorded on the minutes of the society.

The President observed that as a matter of history he might mention that when in 1825 their predecessors determined to revivify the Law Society each of the gentlemen who interested themselves in the work sent in to the Law Society a pipe of port wine.

The motion was carried.

The President remarked that the object of the motion was to bring the country and London into closer harmony. The number of members of the society were at present greater than had ever been the case. The membership of the society was more than 7,900, being in advance of the numbers on any previous occasion.

Long Vacation.

Mr. Ford, in accordance with notice, asked the President what steps, if any, the Council have taken to give effect to the resolution of the society with regard to shortening the Long Vacation, and also whether the Council are taking any steps to secure the transaction of legal business the Long

Vacation other than that which is at present allowed to be transacted during the Vacation?

The PRESIDENT: The answer to Mr. Ford's question is that the Council adopted the resolution of the society on the 3rd of December, 1897, to the effect "that, in the opinion of this society, the duration of the Long Vacation should be reduced to eight weeks—first Monday in August to last Saturday in September." This resolution they communicated to the General Council of the Bar. The General Council of the Bar passed the following resolution: "That it is not desirable that the proposal of the Incorporated Law Society to alter the Long Vacation by making it extend from the first Monday in August to the last Saturday in September be carried into effect." And that is all that we have been able to do. As regards the transaction of legal business during the Long Vacation, in March, 1893, the Council sent to the Lord Chancellor a statement of the business which they thought ought to go on in the Long Vacation, and that statement appeared in the annual report of 1894. Beyond that the Council up to the present time have not been able to make any further progress. They remain of the same opinion that they were in 1893.

Mr. FORD said that if it had not already been done he would suggest that the society's resolution should be communicated to the Lord Chancellor.

The PRESIDENT: It has been sent to the Lord Chancellor.

ATTENDANCES OF MEMBERS OF COUNCIL.

Mr. FORD moved "That a copy of the record of attendances (for the current year) of members of the Council, at Council and committee meetings, be sent annually to every member of the society, such copy to accompany the notice calling the annual general meeting." He said he believed the practice was that any member of the society could see the books in the secretary's office, but he need hardly point out that the members really had not time to be searching the books to see whether the members of the Council had been constant in attendance or otherwise. This was so small a suggestion that he was sure the Council would readily adopt it so that instead of the members being put to the trouble of making this troublesome investigation through a number of books, a junior clerk might be set to make the extracts so that the list might be sent to every member.

Mr. GRANTHAM DODD (London) seconded the motion, observing that it was only reasonable that the members should know to what extent they were indebted to the various members of the Council for their attendance at committees and so on. At present the members were perfectly ignorant of the facts.

The PRESIDENT: Before the meeting proceeds to vote upon the motion I should like to mention that not only do the bye-laws prescribe that a list of the Council showing how many times each member attended at Council meetings and committees should be open to inspection, but also that it has been the practice for the last eleven years with only one exception to publish that list in the law newspapers. And we propose to follow that practice before the annual meeting.

Mr. FORD said that if the members of the society could rely upon that practice being followed and that the list should be sent to all the law papers he would wish to withdraw the motion.

The motion was accordingly withdrawn.

MOTIONS IN CHANCERY.

Mr. FORD moved, "That the interests of suitors, and the due administration of justice require that motions in the courts of the Chancery Division ought to be set down in a list, and taken in the order in which they appear in such list, no precedence being given to leaders of the bar." He observed that this was no new matter. On two former occasions during the last thirty years he had brought forward a similar motion, and on each occasion the society had unanimously adopted the motion. Unfortunately the influence of the society as a public body was not as great as one could wish, and the result was that although he had no doubt the Council did all it could to support the society's resolutions, nothing so far had come of the matter. In 1892 he had asked the then president what action had been taken with regard to a resolution he had brought forward on the subject in 1884, and which had been carried unanimously. It was to the effect that the interests of suitors and the convenience of the profession required that the practice in the other divisions, of setting down motions and taking them in the order in which they stood in the list, should be extended to the Chancery Division. No doubt everyone knew that this was the practice which obtained in the Admiralty Division, and it was found to be most useful and to be largely in the interests of suitors and their representatives in the solicitor branch of the profession. But that was not all. He was glad to know that the late Bar Committee had had the matter before them, and in the report of the Bar Committee dated 1893 the practice was set out which still obtains, not only in the Admiralty Division but also in the Palatine Court of Lancaster. In the Palatine Court a list was made out. At the sittings of the court the registrar asked if anyone desired to move *ex parte*, and the *ex parte* motions were disposed of. The list was called, and unopposed motions were taken. Then the list was gone through according to the order in which cases were set down. The present practice in the Chancery Division existed solely in the interest of the inner bar, and it was most prejudicial to those who represented country professional clients. They were sick and tired of coming up to motions. Because a leader had got his pockets full of motions, some of the most trumpery kind, they could not get their motion heard. It was no exaggeration to say that months went past, certainly a month or more, before a motion, possibly of much consequence, could be brought up. The present practice compelled suitors to brief two counsel—they must have a leader. He appealed to the meeting to endorse the expression of former meetings, that there ought to be a system of lists of motions as in the Palatine and Admiralty Courts.

Mr. HASELDINE JONES (London) seconded the motion.

The PRESIDENT: I think the Council are quite in agreement on this subject. The resolution passed in 1884 was forwarded to the Lord Chancellor, and we got a reply that it would be brought before the Rule Committee. It has also been considered on other occasions in connection with reforms in procedure generally, but there is a difficulty in arriving at the desired end owing to the interest of the inner bar being affected. And when we conferred with the bar they thought that the matter had better wait until the Government appointed some extra judges. That was the answer we got. I do not quite see the logical meaning of it.

Mr. ARMITAGE gave his experience of a case in his practice some years ago. He had a motion where juniors were engaged, and it took three months to bring it on. He attended on twelve days and won the motion, and on taxation he was allowed 6s. 8d. for each attendance. Of course the moral was "brief your leader." In this case he was the respondent's solicitor, and could not brief a leader. It was a small matter that was in question.

The VICE-PRESIDENT (Mr. C. B. MARGETTS, Huntingdon) thought it a most important thing that the meeting should carry the resolution. It seemed to him highly desirable that the hands of the Council should be strengthened by a resolution of a general meeting in support of this reform. If the motion was rejected it would be assumed that it was not a desirable motion. But it was a most desirable motion, and one of which the Council were very much in favour. There was no doubt that the present system was a great abuse, and he was entirely in accord with Mr. Ford, and hoped the meeting would support him.

The motion was carried unanimously.

SEATS ON THE COUNCIL.

Mr FORD moved the following resolution, of which he had given notice: "This meeting is of opinion that the members of the Council going out of office every year shall decide between themselves as to which three of them shall not be eligible for re-election for a period of one year; and in the event of non-compliance of such condition, the selection shall be made by the Council, and the result in either case shall be communicated to the members of the society, and the Council is hereby directed to amend the bye-laws accordingly." He said this was a very delicate matter.

The PRESIDENT: It is not a new one, Mr. Ford.

Mr. FORD said that really after the courtesy which the President had displayed in dealing with the previous resolution, and the encouraging remarks of the Vice-President, he felt some little difficulty in bringing this resolution forward. Here again, his friend in one sense, Mr. Keen, would agree with him to this extent, that it was not a new proposal. It had been made in this hall before, and he thought on one occasion if it was not passed——

The SECRETARY: No.

Mr. FORD said that at any rate there was a great division of opinion with regard to it. It was an easy thing for anyone elected on the Council to say, "Now, I shall not bother my head any more. I am elected for the period of my natural life. I have worked very hard in the profession, and this is a distinction I have earned long ago; I am going to take it easy." It should be remembered that new brooms sweep clean, and a little new blood was an excellent thing. Since one of the gentlemen who used to be a severe critic—[indicating Mr. Munton]—had been elected on the Council, and thereby new blood had been introduced, things had gone on much better. He (Mr. Ford) urged that this progressive feeling should be developed. There were some members who had been on the Council a very long time, and probably they would like to enjoy a vacation. He felt that he would like to leave the matter with the Council. It was a very delicate question and he hardly liked to take a vote with regard to it. He would prefer to leave it to the Council whether they could not bring up something on their own initiative. It might be that some of the members of the Council were longing for a proposal of this kind, but they had felt a delicacy in introducing it themselves. In that spirit he would leave it, and he hoped the suggestion would be adopted. There would not be the slightest difficulty in their agreeing on the matter.

The PRESIDENT: As you have referred to the previous motion, you may like to know what appears on the official minutes. It is true that in 1881 Mr. Dalton T. Miller moved and Mr. J. R. MacArthur seconded: "That bye-law 27 be altered by inserting at the end the following words in italics, 'and the five of such ten who have been longest in office shall not be eligible for re-election for twelve months.'" The motion was negatived by a large majority, only a few members voting in favour of it.

Mr. FORD said that could be explained by the fact that the Council were against it and that there was a large attendance of the members of the club who voted against it. They did not like the innovation.

The PRESIDENT: I may also mention that there is a very great deal of work done by members of the Council apart from meetings of the Council and of committees. Matters constantly arise in the course of the year where heavy documents and papers are concerned, and a great deal of work is done outside the committees and the Council meetings. And further, some of the most able members give us most valuable assistance although they may not be with us on every occasion.

Mr. FORD: After that statement I think I ought to withdraw the motion.

The PRESIDENT: We think that if the motion were carried into effect it would be of great benefit to the members of the Council. I think that a rest such as proposed would be charming. But we think it would not be

beneficial to the society. He then put it to the meeting whether Mr. Ford should be allowed to withdraw the motion, but the decision was in the negative.

Mr. Melvill Green (Worthing) seconded the motion *pro forma*, because, he said, he agreed entirely with its object, though not with the form in which it was put. The motion would have the effect that the three members of the Council who were not to be re-elected would practically be selected by ballot. The Council in all probability would not say amongst themselves that so-and-so of their friends sitting next to them once a week all through the year should be left out, so it would fall into a practice of selection by ballot. It was, at all events, an invidious and disagreeable task to cast upon fifty gentlemen the duty of saying that three out of their number were not wanted any more. It should be left to the society at large and not to the Council or any individual members to say whom they wanted re-elected. The motion that was proposed some ten years ago fell into the same error, providing, as it did, that the five members who had served longest should be excluded. What he should like to see carried would be that of the ten members going out of office by rotation only seven who had served in the next preceding year should be re-elected. Then the whole ten could be candidates and the three who happened to be at the bottom of the ten would not be elected but the three next outsiders would come in. It would not, in his opinion, make the Council one whit better. He did not care one iota for what Mr. Ford had said, that there were members who were lazy and said when they got elected, "We are here for life, let us be comfortable here for life." There was no more hardworking committee on any public body in the kingdom—(Mr. Ford: Hear, hear.)—than the Council of this institution. He had been on the committee of the society a little time and spoke from knowledge. He did not in the least expect that the change would improve the Council. But what would result would be that instead of having so many past presidents there would be a smaller number. The society would lose the benefit of their experience, and would lose something in so doing; but they would get a larger number of younger men, who would, as had been said, introduce younger thought and younger habits. But the real advantage would be that the profession at large all over the country who did not know the Council as well as those did who attended these meetings would get such knowledge and there would be greater confidence in the Council throughout the profession at large if it were not necessarily a position for life. It would, of course, happen that after a year a good man who had fallen out would come on to the Council again. There would be nothing to prevent him. But it would also happen that those who fell out would not be the most active and generally popular in the profession, and some of them would not come in again, and a very real benefit would be effected in the view that would be taken of the Council at large. He had seconded the motion *pro forma* because he quite understood it was not going to be carried, because he did not think the form in which it was put a satisfactory way of carrying out the object desired, but he thought that object an exceedingly good one.

Mr. Grinham Keen thought it would be most mischievous to pass a resolution of this kind. He had been a member of the Council for twenty years, and he had the privilege of taking part in many measures which had been brought forward, some of which were carried into effect, whilst the Council were still endeavouring to get others put into practice. His experience was that given a man anxious to do something, and who worked hard at a particular subject, it was not to be supposed for a moment that he could carry the thing through in three years. It required just about three years before there was a chance of getting the authorities to listen, and it was more likely to be five years or even eight years before such things were brought about as getting the president upon the Rule Committee or the call to the bar after three years' probation—that took seven years. If it was proposed to take away a man who was anxious to work on committees after his third year it would be getting rid of him just at the time when probably he was most useful to the society. All the societies which had had a similar rule in existence had bitterly repented, and, with the exception of the Bank of England, they had all done away with it. They had been very sorry they ever got it, because how could a man take up continuous work with such a rule? It required five, six, or seven years to master the subject, and if a man was to be taken away for a year when he was working very hard he naturally would not take the necessary interest in his work. He did not speak from any selfish motive, but he trusted that the meeting would never dream of passing a resolution so as to take away a member of the Council who had been working hard at a given subject in his third year.

Mr. Ford again expressed a hope that the meeting would allow him to withdraw the motion, but

The President said it was too late, the meeting having already decided that the motion should not be withdrawn.

The motion was then put and negatived, there being not a single vote in its favour.

On the motion of Mr. Ford, seconded by Mr. F. T. Woolbert (London) a vote of thanks was accorded to the president for his conduct in the chair, Mr. Woolbert observing that the motion ought also to include the thanks of the members to the Council for the Scale Digest, which had been promised by the president.

LAW FIRE INSURANCE SOCIETY.

The Fifty-Second Annual General Meeting of the shareholders of the Law Fire Insurance Society was held at the Society's House, Chancery-lane, on Tuesday, Sir Richard Nicholson taking the chair.

The report stated that the directors had much pleasure in calling attention to the fact that the accounts showed a balance of £46,660 17s. 9d., after payment of the sum of £12,500 as an interim dividend in November last. The total amount insured was estimated as 125¾ millions. The claims for losses paid in the past year amounted to £63,887 17s. 9d., showing a decrease of £510 as compared with 1896. The year, however, closed with a large amount of estimated outstanding claims, arising principally from the exceptionally large fire on the Goldsmiths' Company's extensive property in Cripplegate and Jewin-street, the claims in respect of which had been satisfactorily adjusted. The proportion of losses paid to the amount of premium income was 43 per cent.; the expenses of management were 15 per cent., and the commission 13 per cent. The shareholders were greatly indebted to the numerous agents of the society in the provinces, as well as the metropolis, for their continued exertions on behalf of the office, and the directors were glad to be able to state that the members of the staff at the head office had given general satisfaction by their zeal and assiduity.

Mr. G. W. Bell (Secretary) having read the notice convening the meeting,

The Chairman moved the adoption of the report. He said he thought he might congratulate the meeting upon another prosperous year, in spite of circumstances in the shape of abnormally large fires which might have brought about a very different result. The report showed that the balance at the disposal of the meeting was £46,660 17s. 9d., after payment of £12,500 as an interim dividend. That was the first payment of that kind which the directors had had the pleasure of making. The balance on the accounts for 1896 was £54,901, and that after payment of the Jubilee dividend and the Jubilee bonus, amounting to £50,000. The balance for 1897 was arrived at after payment of the dividend for 1896, £43,750, and the interim dividend of £12,500, making together £56,250. The difference between the balance in the 1896 account and that in the account for 1897, £46,660 17s. 9d., was £8,240 3s. 11d., but then there had been paid the dividend for 1896 and the interim dividend for 1897, so that £6,250 more was brought into the account than in 1896. The actual difference of these figures was £1,990. The premium income remained somewhat in a stationary condition. It was true that there was a small increase, but not sufficient to call for observation. He could have desired that it had been more. That the increase was a small one might no doubt be attributed to the fact that the directors had been endeavouring to be extremely careful in the selection of risks, avoiding those which on the face appeared to be more than usually hazardous. The total sum insured had increased by about £250,000. The claims for losses showed a decrease, a small one of £510, in 1897, as compared with 1896, and this in the face of the fact that like most of the London offices, this office had to pay to a considerable extent for the Cripplegate fire and for that at Maple & Co.'s depository at Camden Town. Both of these fires were of very considerable extent. The Cripplegate fire happened on the 17th November, and he believed that it exceeded anything that had occurred since the Great Fire of London. The statistics were somewhat interesting. The fire devoured property covering some two-and-a-half acres of land. It raged in a terrific way for something like four hours only, but in that time did all its work. It required all the efforts of fifty of the most powerful engines of the Fire Brigade, and the services of 288 or 290 officers and men, and an expenditure of something like 15,000,000 gallons or 67,000 tons of water before it was subdued. It destroyed fifty-four houses, seriously damaged 115, and burned out nineteen, making a total of 188. The actual loss had been, he believed, carefully estimated at something ranging between a million-and-a-quarter and a million-and-a-half sterling, and of this something like £558,000 was distributed amongst the principal offices of London. Happily the fire spared the church in which Milton was buried, and in which Oliver Cromwell was married. The fire at Maple's Depository was also a very serious one, notwithstanding the fact that the buildings were described, more euphoniously than truthfully, as fireproof. They knew that an inquest was held in connection with the fire in the City. He believed that it had been long felt, on the part of insurance offices at least, that it was desirable that some inquiry of this sort should be instituted into the origin of fires. But when they recognised the fact that the fires in London last year amounted to 3,500, he thought the problem became rather difficult. He did not quite see how inquiry was very readily to be made into so large a number of fires yearly. Returning to the report, the proportion of losses to premium income in 1897 stood at 43 per cent., as compared with 43½ in 1896. The commission stood at 15 per cent. for each year, and he might here refer to the fact that a very experienced fire assurance manager had stated as the result of his many years' dealing with fire affairs, that an office might be considered in a satisfactory position if its losses fell short of 50 per cent. In this connection he had before him a newspaper cutting dealing with the affairs of an office in a very satisfactory position in London, and there they congratulated themselves that the fire losses did not exceed 49 per cent. Those of the Law Fire were 43 per cent. They also congratulated themselves on the fact that the expenses were 35 per cent. of the premium income. Those of the Law Fire were 28 per cent. Turning to the receipts and payments account, the receipts brought forward in 1897 were £2,096 0s. 10d. less than in 1896. The premiums were about the same, there was a slight increase. He had already called attention to the small diminution of fire losses. The charges for commissions, stamps, income tax, were practically the same, but expenses of management showed an increase of £542. Still these expenses bore the same ratio as before, 15 per cent. to the premiums. Before referring to the balance-sheet he ought perhaps to mention the notice at the foot of the receipts and disbursements account, which called attention to the fact that the outstanding claims on the 31st December, 1897, were estimated at £31,260. That was the largest figure to that account which had ever appeared upon any one of the society's reports. But they would be glad to know that it was very rapidly disposed of by the fact that it had run off. It had been dealt with in the accounts they had before them, and the dividend had been fixed, as the directors were required to fix it, in accordance with the terms of the society's deed and settlement—that it should be made with

reference to the state of the society's affairs for the time being. Coming to the balance-sheet, he observed that the reserve fund stood at the same sum as it did in 1896, namely £145,000. He personally should be very glad indeed to see that reserve fund considerably increased, because while they were prosperous it was their duty to make some provision for a possible rainy day, and insurers nowadays looked for absolute security on the part of offices with which they effected their insurances. That absolute security could only result from two causes, first from the unpaid-up capital, with regard to which the office stood pre-eminently safe, and secondly, that the office could present a very large reserve fund, as a sort of bulwark against any possible call, to meet a state of things such as the society for fifty years had not been called upon to meet. On the credit side some changes would be observed. Bank stock was less by £16,613 than in 1896, Holborn Viaduct debentures had been paid off to the extent of £10,171, mortgages were less by £1,705, the amount due from agents was £35 less, and the cash in hand £4,643 less. But as against this we have a very satisfactory item of £30,000 on the deposit account. The whole difference of the total in these figures was £8,167, and that had been absorbed by the interim dividend, £12,500. But for this the total assets would have been £330,504 as against £326,171. The society had been enjoying during 1897, as during the whole of its career, a very exceptional success, but he would remind the shareholders, as they had always been reminded on occasions of this sort, that insurance business to-day was conducted on altogether different circumstances from what it was fifty years ago. There was in the first place very fierce competition, not always conducted on the most amiable lines, to meet. It was necessary to exercise extreme caution about this competition. And there was also a serious increase in the number of fires. In the 10 years ending in 1877 the number of fires in London was 1,533; in the 10 years ending in 1887 it was 2,363; and in the 10 years ending in 1897 it was 3,500, and many of the fires last year were of a very serious character. Then, again, the causes of fire had grown very much. Fire offices had to deal with the reckless use of lucifer matches, fuses, and so on, and with mineral oils and new inventions for lighting which were more or less dangerous, and they had also the moral danger necessarily attending upon the facility with which it was possible to effect insurances. He had the pleasurable duty to announce as the result of the year's working that the directors felt at liberty to declare a dividend of 17s. 6d. per share, equal to 35 per cent. on the paid up capital, and equal to the dividend which had been paid for several years past. That included the 10 per cent. already paid. It left also in the society's coffers £31,250 still to be divided among the shareholders. This would leave the society with a handsome balance, a good deal of which he hoped would go to increase the reserve fund. But if they were to continue in their course of prosperity the Board must look to their supporters to help them. Everyone of the shareholders could bring some amount of business, and he thought that if everyone would exert himself a little more he could bring new business. The directors did what they could in that direction, and they were fairly successful, but beyond that they did what they could to bring a result such as it had been his pleasure to announce to that meeting. It only remained for him to discharge a very pleasant duty, namely, on behalf of his brother directors and himself, to thank Mr. Bell personally for the very valuable assistance he had given them throughout the year's operations. But for Mr. Bell's very cautious and careful way of accepting and advising risks, the accounts might have been very different from what they were. The directors were also indebted to the staff for their generous support and co-operation, and also to the agents. The Board hoped that the shareholders would be satisfied with the dividend they were able to declare, and that it would be satisfactory to them to know that that dividend had been declared with reference to the condition of affairs at the time at which they arrived at it. He would be glad to answer any questions which any shareholder might desire to ask.

Lord HOBHOUSE seconded the motion. The only item about which it occurred to him to make any remark, was the entirely new item on the disbursement side, the interim dividend in November, 1897, of £12,500. He hoped it would be a regular item in future. He remembered when it was proposed reminding the shareholders that the ups and downs incident to fire business were such, that although the directors might take power to declare an interim dividend, it by no means followed that they would do so. And just as the Board were considering it they were face to face with that tremendous disaster, the Cripplegate fire. But looking all round they found the society in so stable and prosperous a position, that there was no reason why they should not count upon the annual dividend being no less than they were now accustomed to, and why they should not pay out of the assets in hand a portion as interim dividend. He had great hopes that this would be a regular practice, and that the affairs of the society would always admit of paying an interim dividend in the month of November. There was no reason to believe that it would not be a regular thing.

Mr. DAVID PITCAIRN observed that at the bottom of the balance-sheet there was a note, "The claims for fire losses outstanding on the 31st December, 1897, were estimated at £31,260." He assumed that that was included in the £63,000.

The CHAIRMAN said that was not included in the £63,000, but, as he had explained, that had been practically met. It had run off.

Mr. W. MELMOTH WALTERS, a director, said that the society had now in the debit £9,700, instead of £3,000.

Mr. HUMPHRY asked what was the amount of the society's loss by the Cripplegate fire?

The CHAIRMAN said there was no objection to state it. The office had borne its burden cheerfully. It amounted to about £20,000.

The report and accounts were adopted; and

The CHAIRMAN declared a dividend of 17s. 6d. per share, 5s. of which had been paid, leaving 12s. 6d. to be paid.

On the motion of Mr. R. C. GROSVENOR, seconded by Mr. J. M. CLABON, the retiring directors were re-elected as follows:—

Sir William James Farrer, Mr. William Dawes Freshfield, Mr. William Alexander Tooke Hallowes, Lord Hobhouse, Mr. Charles Plumptre Johnson, Mr. Harry Wilmot Lee, Sir Richard Nicholson, Mr. Richard Pennington, Mr. George Ernest Steward and Mr. Edward Hugh Whitehead.

On the motion of the CHAIRMAN, seconded by Mr. WALTERS, the retiring auditors, Mr. James Frederick Burton, Mr. John Henry Hortin, Mr. William Tanner Neve, and Mr. Charles Robert Roberts West, were re-elected.

On the the motion of Mr. F. LEE, seconded by Mr. GROSVENOR, a vote of thanks was accorded to the Chairman and directors, who briefly acknowledged the compliment, and the proceedings terminated.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

Mr. Herbert Reed, Q.C., delivered, on Tuesday last, the tenth and concluding lecture of the present series in the Gray's-inn Lecture Room, which was crowded with members of the association, the subject being "The Operation of the Bills of Sale Acts." The chair was occupied by Mr. Justice Wright, who, in complimenting the association on shewing such interest in legal study that it led them to give up their evenings to its pursuit, said he learned much of the law he knew by talking to some of their predecessors twenty years ago in the rooms of the Incorporated Law Society. He thought these lectures must prove very valuable to them. Mr. Herbert Reed, Q.C., then proceeded to deal with the origin of the Bills of Sale Acts and their objects and results, and indicated several important points on which he considered amendments might be made, and also gave some useful practical suggestions and the cases dealing with the law as now administered. At the conclusion Mr. J. W. Hobbs proposed and Mr. G. H. D. Edwards seconded, that a hearty vote of thanks be given to Mr. Herbert Reed, Q.C., for his valuable lecture, which was cordially passed. The president, Mr. M. Kelleher, in proposing that the best thanks of the meeting be given to Mr. Justice Wright for presiding, remarked that the success of the lectures had no doubt been mainly due to the support which they had received from the judges. Mr. T. C. Tunstall, the organizer and secretary of the lectures, in seconding the same, said there could have been no more brilliant conclusion to the series of valuable lectures they had had, than that it should have been honoured as it was by so distinguished a judge as Mr. Justice Wright filling the chair, that in him the cause of legal education had no warmer or more ardent supporter, and that the lectures had been an unqualified success, as was proved by the fact that they had been attended by between 1,500 and 2,000. The vote of thanks was then enthusiastically accorded.

UNITED LAW SOCIETY.

April 25.—Mr. A. C. F. Boulton moved "That this society condemns the foreign policy of the Government." Mr. C. Kains-Jackson opposed, and the debate was continued by Messrs. J. R. Yates and Weigall. Mr. A. C. F. Boulton replied, and the motion was lost by five votes. This was the concluding meeting of the session.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—Anthony De Freitas, B.A., Clare College, Camb.; Behari Lal Merh, Edin. and Allahabad Univ.; William Victor Grey Willoughby; Devi Dayal; Noshirvan Burjojee Behramjee; Valentine Francis Taubman-Goldie, B.A., New Coll., Oxford; Surendra Lal Ktastgir, Calcutta Univ.; Krishnaji Waman Bhat; Arthur Philip Braybrooke, M.A., Trinity Coll., Oxford; Jayavant Dinanath Madgavkar, Bombay Univ.; Miguel Francisco Ribeiro; Alfred Lindsay Densham; Samuel Emanuel Kaye; and Syed Ali Karim.

INNER TEMPLE.—Henry William Jephson, B.A., Cambridge; Stuart Downs, B.A., Cambridge; Chapman Frederick Dendy Marshall, B.A., Cambridge; Samuel John Forster, B.A., Oxford; Richard Stanislaus Crosbie Nolan, B.A., Dublin; Henry Mark Stebbing, B.A., Oxford; John Henry Layton; Reginald Theodore Harry Milton; James Finlay Anderson, M.A., Oxford; Kenneth Edlmann Chalmers, B.A., Oxford; George Cruddas Jobling, B.A., Oxford; George Frederick Asainder, B.A., Oxford; Bertram Hopkinson, B.A., Cambridge, and B.Sc., London; and Lionel Frank Christopher Darby, B.A., Cambridge.

MIDDLE TEMPLE.—Samuel Joyce Thomas, B.A., London University, Associate and Inglis Scholar, King's College, London; Baron Percy George De Worms; James Bromley Eames, B.A., Worcester College, Oxford, Prof. of Law Imperial University, Tien-tsin, First Class Mathematical Mods., First Class Final Honour, School of Mathematics, Honours in Jurisprudence and B.C.L.; Malcolm Herbert McCraw; James Dewsbury Chorlton, M.Sc., Victoria University, First Class Honours in Physics; Eustace Gordon Woolford; and Frank Brough.

GRAY'S INN.—Walter Millar Thorburn, B.A. (Halifax, N.S.), of the Indian Civil Service; Thomas Chalice Jackson, B.A., LL.B., London University; William Edward Barber; and Laurence Joseph Byrne.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 5.—Chairman, Mr. Rupert Blagden.—The subject for debate was, "That this society is of opinion that the result of the recent County Council Election is in the best

interests of London." Mr. C. Herbert Smith opened in the affirmative; Mr. Cornelius Wheeler opened in the negative. The following members also spoke: Messrs. Archer White, A. W. Watson, Seager Berry, Haseldine Jones. The motion was lost by four votes.

April 19.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was the following moot point, "Angelina recovers £500 damages from Edwin in an action for breach of promise of marriage. A year afterwards Angelina marries Edwin, the judgment debt being then unpaid; a month afterwards Edwin becomes bankrupt. Is Angelina entitled to prove in Edwin's bankruptcy (*a*) in competition with other creditors; (*b*) at all?" Mr. C. A. Close opened in the affirmative; Mr. E. J. Close opened in the negative. The following members also spoke: Messrs. G. H. Daniell, A. W. Watson, A. E. Clarke, G. G. Baily, Rupert Blagden, D. S. Cornock, E. Meliar Smith, and E. J. Holloway. The motion was carried by seven votes.

April 26.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was, "That this society disapproves of the Criminal Law (Evidence) Bill, 1898." Mr. J. F. Walker opened in the affirmative; Mr. F. J. Thompson opened in the negative. The following members also spoke: Messrs. E. J. Close, Rupert Blagden, Haseldine Jones, Archer White, A. W. Sells, Arthur E. Clarke, Archibald Hair. Mr. Walker having replied, the motion was lost by eight votes.

May 3.—Chairman, Mr. Neville Tebbutt.—The subject for debate was, "That the case of *Spooner* v. *Browning* (1898, 1 Q. B. 528) was wrongly decided." Mr. F. J. Berryman opened in the affirmative; Mr. A. W. Watson seconded in the affirmative; Mr. Meliar Smith opened in the negative; Mr. C. A. Anderson seconded in the negative. The following members also spoke: G. H. Daniels and G. G. Bailey. The motion was carried by two votes.

Birmingham Law Students' Society.—April 26.—Mr. Bertram G. Grimley, B.A., LL.B., barrister-at-law, delivered an interesting and instructive lecture on "Company Debentures." There was a very good attendance of members, and, at the conclusion of the lecture a very hearty vote of thanks was accorded Mr. Grimley, on the proposition of Mr. A. H. McBean (the hon. sec.), seconded by Mr. W. H. King (solicitor).

LEGAL NEWS.

APPOINTMENTS.

Mr. Wyndham Neave Slade, barrister, has been appointed Recorder of Bridgwater, in place of Sir Peter Edlin, Q.C., resigned.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Fred Vaughan and Louis Henry Hornby, solicitors (Vaughan & Hornby), Newport. The practice will be continued by Louis Henry Hornby for his own account.

John Standring, Edward Lyon Taylor, and Walter Standring, solicitors (Standring, Taylor, & Standring), Rochdale and Shaw. Nov. 14. The said Edward Lyon Taylor and Walter Standring will continue to practice under the said style or firm. [*Gazette*, May 3.

GENERAL.

The death is announced of Mr. Camille Felix Desiré Caillard, who was for thirty-eight years judge of county courts circuit 52, from which he retired last year.

The Attorney-General will entertain the law and ex-law officers of the Crown, the various officials connected with his department, and others, at dinner at Lincoln's-inn, on Saturday, the 21st inst., in celebration of Her Majesty's birthday.

Mr. Justice Lawrance, who, it is said, is an ardent golfer, tells (says the *Pall Mall Gazette*) the following story against himself. A boy recently appeared before him as a witness, and on the learned judge asking him if he was acquainted with the nature of an oath, the youth promptly replied, "Of course I am; ain't I your caddie?"

The following gentlemen have been selected as candidates for nomination as representives of the Chancery Bar on the Bar Council at the ensuing election—viz.: Mr. Crackanthorpe, Q.C., Mr. Warmington, Q.C., Mr. Swinfen Eady, Q.C., Mr. Vernon Smith, Q.C., Mr. Methold, Mr. Leigh Clare, M.P., Mr. Benn, and the Hon. Frank Russell.

A meeting of solicitors was held in Dublin on Monday, says the Irish correspondent of the *Times*, to protest against the Government amendments to the Solicitors (Ireland) Bill authorizing the employment of clerks to represent Government departments in magisterial courts. A resolution was adopted declaring that the meeting entirely disapproved of the amendment, considering it a direct invasion of the rights of the profession, and calling upon Members of Parliament to oppose it strenuously.

Those who by chance attended the proceedings at the Court of Justice in Berlin on Wednesday, says the *Daily News*, had the pleasure of gratuitously hearing Professor Joachim play. A dealer in musical instruments was charged with cheating a customer by representing that a violin which he offered for sale at five shillings was an instrument that could be played. Professor Joachim was brought in as an expert witness. He took the instrument, and under his magic fingers it really sounded like a violin. The maestro laid the instrument down with an evident air of contempt, but he declared it to be playable, and the accused was acquitted.

Mr. Malcolm M'Ilwraith, who has been appointed Sir John Scott's successor as legal adviser to the Khedive, says the *St. James's Gazette*, studied the law not only in England, but at the Universities of Paris and Berlin. He is a licentiate of the Paris Faculty of the Law. He was called to the bar at Lincoln's-inn in 1890, and practised as a barrister in London for seven years, his practice being mainly in connection with Continental and international questions of law, on which subjects he is regarded as an authority. Since 1890 he has been one of the counsel for the British claimants in the Delagoa Bay arbitration between the Governments of Great Britain, the United States, and Portugal. For some months past he has been in the service of the Egyptian Government as a member of the State Legal Department.

At a meeting of the Queen's Bench Judges, the following circuits were chosen by their lordships for the coming Autumn Assizes—viz.: South-Eastern Circuit, Mr. Justice Hawkins; Midland Circuit, Mr. Justice Mathew; Oxford Circuit, Mr. Justice Ridley, Mr. Justice Mathew and Mr. Justice Ridley joining each other at Birmingham; Western Circuit, Mr. Justice Kennedy; North and South Wales Circuits, Mr. Justice Day; North-Eastern Circuit, Mr. Justice Darling and Mr. Justice Channell, the former not joining the circuit until Leeds is reached; and Northern Circuit, Mr. Justice Bigham and Mr. Justice Phillimore. Prisoners only will be tried at these assizes, except at Manchester and Liverpool on the Northern Circuit, Leeds on the North-Eastern Circuit, Birmingham on the Midland Circuit, and either Swansea or Cardiff on the Welsh Circuit, at which places civil causes will also be taken.

In a case of *Robinson* v. *Robinson*, before the Probate, &c., Division, being an appeal under the Summary Jurisdiction (Married Women) Act, 1895, from a refusal of certain justices to grant her a judicial separation and maintenance order against her husband on the ground of his persistent cruelty, counsel for the wife said that he was much hampered by the fact that the magistrates' clerk had refused to give his client a copy of the depositions, and by the fact that apparently the magistrates themselves had taken no note. In giving judgment, the President is reported by the *Times* to have said: This case comes before us in a most unsatisfactory form, owing to the fact that we have not been supplied with the proper materials for enabling us to hear and determine this appeal. When this Act came into force we stated that the court should in these cases be furnished with proper notes of evidence, and with the justices' reasons for determining the cases. This, I may say, we have been supplied with in every case, and although this necessarily imposes a little extra trouble upon the justices and their clerks, I must remind them that the Legislature has under this Act given justices a very important jurisdiction in matters of such vital moment that it has also felt it necessary to allow a full appeal to this court in both questions of law and fact. In this case we are told that the justices' clerk has declined to supply a note of the evidence. I cannot believe, nay, I decline to believe, that any justices' clerk has refused to supply this court with a note of evidence. I can only regret that the note taken was of such little value that the justices' clerk must have thought it would be of no assistance to this court. Mr. Justice Barnes added that in his opinion it is essential that the notes of evidence and the justices' reasons for their decision should be taken down at the time, as an appeal lies to this court on both questions of fact and law.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, May 9	Mr. Godfrey	Mr. Lavie	Mr. Leach
Tuesday 10	Rolt	Pugh	Beal
Wednesday 11	Godfrey	Lavie	Leach
Thursday 12	Rolt	Pugh	Beal
Friday 13	Godfrey	Lavie	Leach
Saturday 14	Rolt	Pugh	Beal
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, May 9	Mr. Ward	Mr. Farmer	Mr. Carrington
Tuesday 10	Pemberton	King	Jackson
Wednesday 11	Ward	Farmer	Carrington
Thursday 12	Pemberton	King	Jackson
Friday 13	Ward	Farmer	Carrington
Saturday 14	Pemberton	King	Jackson

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 9.—Mr. George B. Smallpeice, at the Mart, at 2 p.m., the valuable Crown Lease of the Lowther Arcade, Nos. 437, 438, 439, and 440, West Strand, and Nos. 5 and 6, Adelaide-street; the gross rentals amount to £4,000; the whole held under one lease, ground-rent of £1,270 per annum, divided into 25 amounts; lease has nearly 31½ years unexpired. Also a Leasehold Rental of £455 per annum, secured on the Red House (formerly known as Thornton Lodge), corner of Thornton and Holland-streets, Campden-hill, Kensington, held on lease expiring 1927. A Leasehold Rental of £475 per annum, increasing to £620 per annum, secured on Niddry Lodge, corner of Campden-hill-road and Holland-street, Kensington, lease expiring 1927. Freehold Ground-rent of £85 per annum, secured on Kenilworth Castle P.H., St Ann's-road, Notting-hill, with reversion to the rack-rental in 1927. Solicitors, Messrs. Shep-

heards & Bird, Young-street, Kensington High-street; and Messrs. Shepheards, Finsbury-circus. (See advertisement April 30, p. 3.)

May 10.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Corner Freehold Premises in the City, comprising Property at the junction of Wood-street with Little Love-lane, one of the finest positions in the Manchester Market, let on full repairing lease at a net rent of £500 per annum. Solicitors, Messrs. Tippetts & Son, London. (See advertisement, April 23, p. 4.)

May 10.—Messrs. Rogers, Chapman, & Thomas, at the Mart, at 2 p.m., Valuable Freehold and Leasehold Private Residences, Business Premises, and Building Land, situated at Herne Hill, Stockwell, Gunnersbury, Streatham, South Kensington, and Brentford, of the rental value of over £1,000 per annum. Solicitors, Messrs. Lewin & Co., Southampton-street, Strand, W.C. (See advertisement, April 30, p. 3).

May 12.—Messrs. Fakebrother, Ellis, Egerton, Beach, Galsworthy, & Co., at 2 p.m., Exceedingly valuable Freehold West-end Business Premises, possessing an area of about 1,610 square feet, building of five floors, being No. 11, New Burlington-street; let on repairing lease for a term of 21 years from 25th March, 1893, at £500. Solicitors, Messrs. Currie, Williams, & Williams, London. A choice Professional Residence in the West-end, within a few doors of New Bond-street; let upon a repairing lease for a term of 14 years from 1895, at £350; stabling in rear, having accommodation for five horses, with four living rooms, let for 21 years from 1868, at £100. Solicitors, Messrs. Currie, Williams, & Williams, London. Freehold Investments, comprising numerous Business Premises, Shops, Dwelling-houses, Beer-houses extensive Laundry and Nursery, Ranges of Stabling, Contractors' and Builders' Yards; producing £528 16s. per annum, chiefly from Ground-rents. Solicitors, Messrs. Currie, Williams, & Williams, London. (See advertisement, this week, p. 484, and April 23, p. 4.)

May 12.—Henry Hendriks, at 43, Waterloo-street, Birmingham, at 2.30, the Valuable Goodwill, and Old-established Connection, including Trade Contracts, Patents, Trade-Mark, Patterns, &c., of the Gas, Water, and Electric Light Fittings and Wrought-Iron Work Trades of Messrs. Winfields (Limited), in the centre of the City of Birmingham; together with the Fixed Plant and Machinery. The Purchaser will have the option to take on lease for a term of 22½ years, from March, 1898, at the rental of £650, the portions of the Cambridge-street Works; also the Metallic Bedstead Trade of Winfields (Limited), Goodwill, Connection, Patterns, and Fixed Plant and Machinery. The Purchaser will have the option of taking on lease for a term of 22½ years, from March, 1898, at a rent of £300 per annum, portions of the Cambridge-street Works; also the Stock-in-Trade. Solicitors, Messrs. Nicholson, Patterson, & Freeland, and Messrs. Trinder, Capron, & Co., London; Messrs. Ryland, Martineau, & Co., Birmingham. (See advertisement, April 30, p. 3.)

May 13.—Messrs. Protheroe & Morris, at the Mart, at 2, the Freehold Property known as Ballard's-lane Nursery, Finchley, let at £164; Six blocks of Freehold Building Land at Finchley, ripe for immediate development; Freehold Estate near Finchley Station, about 16 acres; Freehold Ground-rents of £300 per annum, secured on 16 acres of land. Solicitors, Messrs. Peake, Bird, Collins, & Peake, and Messrs. Stevens, Son, & Parkes, all of London. (See advertisement, April 30, p. 3.)

RESULT OF SALES.

Messrs. H. E. Foster & Cranfield's Fortnightly Sale (No. 618) of Reversions, Life Policies, &c., was smaller than usual, owing to some of the Lots being unavoidably postponed for the present.

The following were amongst the Interests Sold:—

		£
REVERSION:		
Absolute to Six Forty-Thirds of a Trust Estate of the estimated value of £19,162; life aged 61	Sold	1,200
LIFE POLICIES:		
For £1,000, on life 62	,,	615
For £262 and £209; same life	,,	275
SHARES:		
"Graphic" and "Daily Graphic" Newspapers; £10 Shares (£7 paid)	,, at	52 per Share.

Messrs. C. C. & T. Moore on Thursday last: 137, Bow-road realized £700; 26 and 28, Caroline-street, Stepney, £280; 23, 25, and 28, Wellesley-street, Stepney, £525; a Villa Residence at Willesden, £555; a Freehold House at Peckham, £330; thirteen Dwelling Houses and two Shops in Bermondsey, all Leasehold, £4,990. The result of the day's sale was £7,550.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

WINDING UP NOTICES.

London Gazette.—Friday, April 29.

JOINT STOCK COMPANIES.

Limited in Chancery.

"Avona" Steamship Co, Limited—Creditors are required to send in particulars of such claims or demands to George Macdonald Allan, 4, St Mary Axe

Baring Estate Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before June 1, to send in their names and addresses, and the particulars of their debts or claims, to the Hon. Francis Henry Baring and the Right Hon. John, Lord Revelstoke, 8, Bishopsgate st Within. Norton & Co, 57½, Old Broad st, solors to liquidators

Crown Point Gold Mine, Limited—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. E. T. Read. Copthall House, Copthall avenue. Birchalls, 85, Gracechurch st, solors for liquidator

George Glover & Son, Limited—Creditors are required, on or before Wednesday, June 8, to send their names and addresses, and particulars of their debts or claims, to Arthur Henry Gibson, 39, Waterloo st, Birmingham B H Sanders, solor for liquidator

Industrial Acquisition and Development Co, Limited—Petn for winding up, presented April 25, directed to be heard on Wednesday, May 11 Chas T Nicholls, 1, Lincoln's inn fields, solor for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 10

Metropolitan and Provincial Stores, Limited—By an order made by Wright, J, dated April 20, it was ordered that the voluntary winding up of the Stores be continued J Robbie Whamond, 3, Crown ct, Old Broad st, liquidator

Rosser Cycle and Vehicle Brake Co, Limited—Creditors are required, on or before Wednesday, June 1, to send their names and addresses, and the particulars of their debts and claims, to Harry Read Smith, 23, College hill. Hands, Angel ct, solor for the liquidator

Winfield Cycle Co, Limited—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to William Barrett Winnicott, Albert chmbrs, Albert st, Nottingham. J. T. Masser, solor for the liquidator

FRIENDLY SOCIETY DISSOLVED.

Workman's Friend Friendly Society, Park End, Church st, Bocking, Braintree, Essex April 20

London Gazette.—Tuesday, May 3.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-French Sanitary Engineering Syndicate, Limited—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Charles George Morgan, 13, King William st. Wilson & Co, 1, Copthall bldgs, solors to liquidator

Bulong Mining, Tramway, and Ore Reduction Co. of Western Australia, Limited—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook

Coasting and Continental Steamship Co, Limited—Creditors are required, on or before May 30, to send their names and addresses, and particulars of their debts or claims, to William N. Sawer, 4, New London st

H L Syndicate, Limited—Petn for winding up, presented April 27, directed to be heard on Wednesday, May 11 Guilford E Lewis, 14, South sq, Gray's inn, solor for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 10

Joseph M Haywoth & Co, Limited—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to A Molesworth, South parade, Rochdale

Northleach Gas Light and Coke Co, Limited—Creditors are required, on or before June 18, to send their names and the particulars of their debts or claims to George Frederick Mace, Fairholme, Chipping Norton Thos & A E Mace, Chipping Norton, solors to liquidator

Sydney Cycle Co, Limited (In Voluntary Liquidation)—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims to Mr Nelson George Harries, The Bridge, Walsall. Armstrong, Walsall, solor to liquidator

West Australian Market Trust, Limited—Petn for winding up, presented May 2, directed to be heard May 11. Spyer & Sons, 53, New Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 10

West Australian Market Trust, Limited—Petn for winding up, presented April 29, directed to be heard May 11. Maddisons, 1, King's Arms yd, Moorgate st, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 10

FRIENDLY SOCIETIES DISSOLVED.

Tree of Liberty Lodge, Ancient Shepherds, Bay Horse Hotel, Church st, Accrington, Lancs April 27

United Christian Benefit Society, Wesleyan Chapel, Chipping Norton, Oxford April 20

United Friendly Benefit Society, King's Arms, Abbey st, Bethnal Green rd, E. April 27

Wesleyan Benefit Society, Kidderminster, Worcester. April 27

Wilby Friendly Society, Schoolroom, Wilby, Wellingborough, Northampton. April 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, April 15.

Fletcher, George, Field Alvaston, Derby, Engineer May 16 Fletcher v Marsh, Stirling, J Stoneham & Sons, Fenchurch st

Hall, John, Devon, Retired Farmer May 10 Fox & Co v Ellis, Romilly, J Peter, Launceston

London Gazette.—Tuesday, April 19.

Kelsall, Samuel, John Dalton st, Manchester May 17 Goldsworthy v Kelsall, Registrar, Manchester Watson, Mount st, Manchester

London Gazette.—Friday, April 22.

Alston, Edward, Preston, Lancs, Pawnbroker May 23 Alston v Alston, Registrar Preston Jukes, Preston

Sykes, Mary, St Helens, Lancs May 25 Thornton v Vernon, Registrar, Liverpool Massey, St Helens

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, April 22.

Allen, Ann, Shrewsbury May 14 Clarke & Son, Shrewsbury

Ashworth, James, St Anne's on the Sea May 23 Marson, Manchester

Barclay, Juliana Elizabeth, Westcott, nr Dorking, Surrey June 1 Wadeson & Malleson, Devonshire sq, Bishopsgate

Brett, John, Belbroughton, Worcester, Farmer May 21 Hinds, Stourbridge

Brown, Edward, Liverpool, Corn Merchant May 20 Laces & Co, Liverpool

Bryant, William London, Bristol June 1 Jacques & Co, Bristol

Butcher, William, Bristol, Cement Merchant May 31 John Miller & Son, Bristol

Chapman, William, Gt Yarmouth April 30 Burton & Son, Gt Yarmouth

Compton, Maria, Fulham May 20 Lowndes, George st, Mansion House

Cornwell, Charles William, Cornhill May 31 Wragg, Gt St Helen's

Day, Henry, Edgbaston May 9 Page & Flewker, Wolverhampton

Doughty, Alice Clara, Kensington Macdonald & Malden, Salisbury

Ellinthorpe, Thomas, Scarborough June 6 Hollams & Co, Mincing la

Flack, Sarah, Nottingham May 28 Shepheards, Finsbury cres

Fletcher, Robert, Pickering, York May 23 E J & A Peters, York

Grayson, William, Winsford, Chester, Painter June 19 Cooke, Winsford

Hall, Charles, Leicester May 23 G Stevenson & Son, Leicester

Hallmark, Mary, Oxton, Birkenhead June 4 Rodway & Co, Liverpool

Heimann, Fanny, St Lawrence on Sea, Kent May 15 Spyer & Sons, New Broad st

Hirst, Julia, Sheffield, Licensed Victualler May 31 Bennett, Sheffield

Howat, Alexander, Dalston June 10 Yarde & Loader, Raymond bldgs

Humber, William, Derby May 31 Gadsby & Coxon, Derby

Hurd, William, Uttoxeter, Chemist June 3 Hankinson & Meakin, Derby

Jenkins, Thomas, Llanynider, nr Crickhowell May 30 Jones, Cardiff

Johnson, Edmund George, City rd, Finsbury June 1 Sweetland & Greenhill, Fenchurch st

Kern, Thomas, Notting Hill June 1 Slater, Finsbury pavement

Kir, Eliza Catherine, Clapham May 25 Clarke & Calkin, John st, Bedford row

LAMBERT, HENRY, Carnagh, Wexford, Ireland June 21 Surr & Co, Abchurch lane
LOOMES, JOHN, Islington May 31 Carpenter & Sons, Laurence Pountney lane
MINETT, WATERS, Clyde rd, Tottenham May 26 Vincent & Vincent, Budge row
MORGAN, WILLIAM THOMAS, Cardiff June 5 Homewood, Old Jewry chmbrs
NORMAN, JOHN HOWES, Great Yarmouth, Painter May 4 Burton & Son, Great Yarmouth
PATTINSON, ANN, Newcastle on Tyne June 1 Maughan & Hall, Newcastle on Tyne
PEACOCK, MARIA, Clyde rd, Tottenham May 26 Vincent & Vincent, Budge row
POOLE, DAVID, Kingston, Jamaica, West Indies June 6 Minet & Co, King William st
PRICE, MARY ANN, Cwncarn, Mon May 25 Edwards, Newport
PRIESTLEY, SAMUEL PANTON WYNN, Criccieth, Carnarvon June 3 Carter & Co, Bangor
RAILTON, HENRY JOHN, Brighton June 30 King & Hughes, Maidstone
RICHARDS, FANNY SUSANNAH HARRIET, Derby May 25 Cooke, Derby
ROBINSON, RICHARD HENRY, Oxford st June 1 Wilson & Co, Preston
ROWE, JOHN, Falmouth May 30 Borlase & Co, Penzance
SAYNOR, ELIZABETH, Carleton, nr Pontefract, Yorks May 27 Claude & Co, Wakefield
SHEPPARD, SHERBOURNE FREDERICK, Damasi, British Central Africa May 19 Maddisons, King's Arms yard
SHUTTLEWORTH, CHRISTOPHER, Bolton May 5 Russell, Bolton
SIMMONS, BENJAMIN COLEMAN, Kingsland rd, Kingsland May 1 Romain, Bishopsgate Without
SIMPSON, EMILY BRIDGEMAN, Bilton, nr Rugby May 18 Harris & Son, Rugby
WARD, THOMAS, Birmingham May 31 Shore & King, Birmingham
WHITELEGG, BENJAMIN, Partington, Chester June 1 Ridgway, Warrington
WIGHTON, JOHN, Northampton June 7 Serjeant & Son, Huntington
WIGHTON, MARY ANN, Hornsey May 19 Culross, Mincing ln
WYNYARD, MARY ANN, Sandal Magna, York May 13 Claude Leatham & Co, Wakefield
WRIGHT, JAMES, Gorton, nr Manchester May 23 Preston & Son, Manchester

London Gazette.—TUESDAY, April 26.

ADAMSON, SMALES, Coatham, Redcar May 21 Punch, Middlesborough
ALLEN, ANN OLIVER, Nottingham June 15 Watson & Co, Nottingham
ANDERSON, WILLIAM HENRY, Bootle, nr Liverpool May 31 F J Leslie & Co, Liverpool
ASPINALL, JOHN, Stockport May 26 Redfern, Stockport
BEECH, WILLIAM, Balsall Heath, Worcester May 10 Arnold & Sons, Birmingham
BRIDGE, HELEN, Slough, Bucks June 1 Dean, Slough
BURROWS, JOHN ELLIS, Southport June 1 Wooler & Co, Leeds
CHARTRES, NICHOLAS, New Beckenham, Kent June 1 Dalston & Co, Southampton st
CLIVE, WILLIAM, Scarborough May 26 Watts & Co, Scarborough
COPPARD, LAWRENCE, Brighton May 26 Harker, Brighton
CORKER, SAMUEL, Kirkdale June 1 Horrocks & Co, Liverpool
CURTIS, The Rev JOHN, Bexley Heath, Kent June 30 Cooper & Norgate, East Dereham
EDDEN, EDWIN ALLISON, Edgbaston, Birmingham May 18 Wragge & Co, Birmingham
FEVER, ELIZABETH ANN, Hardwick, Gloucester May 31 Champney & Long, Gloucester
HALL, GEORGE, Kensington May 31 F J Leslie & Co, Liverpool
HARDERN, JANET, Poulton le Fylde, Lancaster May 21 Gaulter, Fleetwood
HEAD, HARRIET, Panteg, Monmouth June 10 Le Brasseur & Bowen, Pontypool
HUGHES, WILLIAM, Colwyn Bay, Denbigh June 1 Chamberlain & Johnson, Llandudno
HUNTER, THOMAS, Sidmouth, Devon June 30 Janson & Co, Finsbury circus
KEIRIAN, MERITCH TOROSOV, Southport, Merchant June 7 Doyle, Manchester
LEIR, CHARLOTTE, Ditcheat, Somerset June 1 Meade-King & Son, Bristol
LEON, JOSEPH, Hampstead May 28 Martin, Basinghall st
MONTGOMERY, ALEXANDER McDONNELL, Netherleigh Strandtown, Belfast June 8 W V Davidson, Belfast
MOTTRAM, JOHN, Warwick June 21 Handley & Co, Warwick
MUMFORD, WILLIAM, Kidderminster, Licensed Victualler May 23 Crowther & Boning, Kidderminster
POLLARD, ELIZA, Brighton June 29 Vinall, Lewes
RAMON, CLAUDE, Lyons, France June 30 Harston, Bishopsgate st Within
ROBINS, GREENWAY, Verulam bldgs, Gray's inn May 31 Peters & Bolton, Guildhall chambrs
ROCHE, MARIA, George st, Hanover sq June 6 Baileys & Co, Berners st
SCHOLEFIELD, COTTERILL, South Kensington May 31 Ellis & Co, College hill
SHAW, ARTHUR, Ecclesfield, York, Joiner May 24 Smith & Co, Sheffield
SHEPPARD, CAROLINE, Edgbaston, Birmingham May 31 Jagger, Birmingham
SMITH, JOHN, Rock, Worcester, Farmer May 20 Arnold & Son, Birmingham
SMITH, SAMUEL, Weaverham, Chester June 3 Burton, Runcorn
SMITH, WILLIAM, Huddersfield, Wine Merchant May 31 Brook, Huddersfield
TURNEY, JAMES NEEVE, Aldermanbury, Needle Manufacturer June 21 Morris & Co, Broad st House
WHITFIELD, EDWARD TERTIUS, Strand, Postmaster May 26 Kays & Jones, New inn
WORFOLK, JAMES, Leeds, Chemist June 13 Clarke & Co, Leeds
WYATT, Sir WILLIAM HENRY, Regent's Park rd July 1 Hammond & Richards, Lincoln's inn fields
YATES, MARY, Worthing May 16 Charles St C Bedford & George H Radcliffe, Chapter Clerks' Office, Westminster Abbey

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 29.

RECEIVING ORDERS.

ASHFORD, THOMAS, Pelsall, Staffs Walsall Pet April 26 Ord April 26
BALHATCHET, CHARLES, Plymouth, Oil Merchant Plymouth Pet April 25 Ord April 25
BATEMAN, WILLIAM, Camberwell, Stonemason High Court Pet April 26 Ord April 26
BATES, WALTER THOMAS, Acle, Norfolk, Watchmaker Norfolk Ord April 27
BIRD, JAMES RICHARD, Bradford Bolton Pet April 25 Ord April 25
BOLTON, ROBERT, Worcester, Coal Merchant Worcester Pet April 25 Ord April 25
BOTTING, WILLIAM, Stowupland, Suffolk, Butcher Bury St Edmunds Pet April 25 Ord April 25
BROWN, JAMES, Salford, Dyer Salford Pet April 27 Ord April 27
CRUIKSHANK, WILLIAM CHARLES, Norwich, Paper Hanger Norwich Pet April 20 Ord April 25
DAVIES, DAVID THOMAS, Abertillery, Mon, Grocer Tredegar Pet April 26 Ord April 26
DAVIS, HENRY, Cheselborne, Dorset, Grocer Dorchester Pet April 26 Ord April 26
DEACON, EDWARD KING, Whitley, Reading, Professor of Music Reading Pet April 23 Ord April 23
DE LAROQUE, E, Gray's inn rd High Court Pet March 30 Ord April 26
DIGHT, ALFRED JAMES SHORE, Blackheath Greenwich Pet April 27 Ord April 27
FEATHER, BRIGGS, Shipley, Yorks, General Dealer Bradford Pet April 26 Ord April 26
GARVEY, JOSEPH, Ilkeston, Derbys, Grocer Derby Pet April 26 Ord April 26
GEORGE, CHARLES HENRY, Briggate, Leeds, Commission Agent Leeds Pet April 26 Ord April 26
GODFREY, JOHN HENRY, Peterborough, Publican Peterborough Pet April 27 Ord April 27
GORDON, CHARLES, Marquis of Huntly, Longueville, Hunts Peterborough Pet April 26 Ord April 26
GRIGGS, HENRY EDWARD, Bread st High Court Pet March 14 Ord April 20
GROVES & SON, Southwick, Sussex, Builders Brighton Pet April 7 Ord April 26
HADFIELD, THOMAS, Rotherham, Yorks, Hay Dealer Sheffield Pet April 27 Ord April 27
HICKS, CHARLES CLEMENTS, Waterlooville, Hants Portsmouth Pet April 25 Ord April 25
HOPE, JAMES, Lostock Junction, nr Bolton Bolton Pet April 25 Ord April 25
JACKSON, WILLIAM, Manchester, Drysalter Manchester Pet April 25 Ord April 25
JOHNSON, RICHARD, Hereford, China Dealer Hereford Pet April 25 Ord April 25
KING, FREDERICK JAMES, Stapenhill, Derbys, Fishmonger Burton on Trent Pet April 26 Ord April 26
KNOTT, WILLIAM, Crowcombe, Somerset, Bootmaker Taunton Pet April 27 Ord April 27
LAWRENCE, GEORGE, Liverpool, Fish Salesman Liverpool Pet April 6 Ord April 27
LEWIS, WILLIAM, Armley, Leeds Leeds Pet April 26 Ord April 26
LIVINGSTONE, WILLIAM, Leicester, Clothier Leicester Pet April 23 Ord April 23
MARCHBANK, JAMES, Carlisle, Baker Carlisle Pet April 26 Ord April 26
MILLMORE, JAMES, Shanklin, I of W, Coal Merchant Newport Pet April 13 Ord April 25
NEGUS, JAMES, Foxton, Cambridge, Farmer Cambridge Pet April 26 Ord April 26
PECK, SAMUEL, Goole, Yorks, Compositor Wakefield Pet April 13 Ord April 25
PIPER, ALFRED JAMES, Melbourn, Cambridge, Draper Cambridge Pet April 26 Ord April 26
POWELL, JACOB, and JOHN HENRY HEFFORD, Leicester, Boot Manufacturers Leicester Pet April 23 Ord April 23
PRICE, JOSEPH HENRY, and JOHN SAMUEL HINTON, Knightrider st, Mantle Manufacturers High Court Pet April 27 Ord April 27
ROBINSON, JOHN, Leeds, Bricklayer Leeds Pet April 26 Ord April 26
SMETHURST, ALFRED WILLIAM STEPHEN, Stretford, Lancs, Flour Dealer Manchester Pet April 25 Ord April 25
SMITH, WILLIAM ALBERT, East Retford, Notts, Grocer Lincoln Pet April 26 Ord April 26
STEBBING, JAMES, Cardiff, Fish Merchant Cardiff Pet April 27 Ord April 27
STOLLERY, HENRY MICHAEL, Staines, Licensed Victualler Kingston, Surrey Pet April 26 Ord April 26
UPTON, EDWIN, Pontardulais, Glam, Boot Maker Swansea Pet April 25 Ord April 25
WALDRAM, FRANCIS MAXIMILIAN, Leeds, Fishing Tackle Manufacturer Leeds Pet April 25 Ord April 25
WATSON, CHARLES, and JAMES BAXTER, Huddersfield, Dyer Huddersfield Pet April 25 Ord April 25
WHITE, ARTHUR, Leicester, Boot Manufacturer Leicester Pet April 16 Ord April 25
WHITTON, CHARLES HOPER, Nantwich, Commission Agent Nantwich Pet April 26 Ord April 26
WILKEY, FREDERICK, Barnstaple, Insurance Agent Barnstaple Pet April 25 Ord April 25
WOOD, CORNELIUS, Walsall, sen, Coal Dealer Walsall Pet April 26 Ord April 26
WRIGHT, LOUIS CLEMENT, Thornton Heath, Hotel Proprietor Croydon Pet April 15 Ord April 15
ZIMMERMANN, WILLIAM, Bemerton st, Caledonian rd, Baker High Court Pet April 26 Ord April 26

Amended notice substituted for that published in the London Gazette of April 22:

BAXENDALE, Captain SIR, Droyladen, Lancs, Tailor Ashton under Lyne Pet April 18 Ord April 18

FIRST MEETINGS.

ASHFORD, FRANCIS RICHARD, Bideford, Devons, Butcher May 17 at 11 Sanders & Son, High st, Barnstable
ASHWIN, GERALD, Brockley, Clerk May 9 at 11.30 24, Railway app, London Bridge
BARLOW, TOM, Briercfield, Lancs, Clothier May 6 at 3 Exchange Hotel, Nicholas st, Burnley
BAXENDALE, Captain SIR, Droyladen, Lancs, Tailor May 6 at 2.30 Off Rec, Byrom st, Manchester
BENBOW, GEORGE MORGAN, Llanidloes, Tailor May 6 at 12.30 1, High st, Newtown
BIRD, JAMES RICHARD, Bradford May 9 at 3 16, Wood st, Bolton
BOLTON, ROBERT, Worcester, Coal Merchant May 7 at 11.30 Off Rec, 45, Copenhagen st, Worcester
BRADSHAW, WILLIAM, Myerscough, nr Preston, Engine Tenter May 6 at 3 Off Rec, 14, Chapel st, Preston
BRAGG, ROBERT, Clapham May 6 at 11.30 24, Railway app, London bridge
BRANHAM, THOMAS SHEPHERD, Leeds, Builder's Manager May 12 at 11 Off Rec, 22, Park row, Leeds
BROCKLESBY, WILLIAM, Leeds May 9 at 11 Off Rec, 22, Park row, Leeds
BROWN, JAMES, Salford, Dyer May 6 at 3 Off Rec, Byrom st, Manchester
BULLIVANT, RICHARD ARTHUR, Headingley, Leeds, Architect May 11 at 12 Off Rec, 22, Park row, Leeds
CLUGAS, GEORGE, Liverpool, Baker May 11 at 12 Off Rec, 35, Victoria st, Liverpool
COOK, WILLIAM, Maidstone, Fly Proprietor May 11 at 11 Off Rec 9, King st, Maidstone
CRAVEN, GEORGE HARRY, Pickering, Yorks, Corn Miller May 6 at 11 Off Rec, 74, Newborough, Scarborough
DALBY, JOHN KIRBY, Harborough, Leics May 9 at 11.30 Off Rec, 1, Berridge st, Leicester
DE LAROQUE, E, Acton st, Gray's inn rd May 6 at 2.30 Bankruptcy bldgs, Carey st
FRANC, GUSTAV, Lombard st, Merchant May 6 at 1 Bankruptcy bldgs, Carey st
GLEDHILL, TOM, Burnley, Cabdriver May 6 at 4 Exchange Hotel, Nicholas st, Burnley
GRIGGS, HENRY EDWARD, Bread st, Juvenile Milliner May 6 at 11 Bankruptcy bldgs, Carey st
HANCOCK, WALTER, Biddulph, Staffs, Grocer May 6 at 11 Off Rec, 23, King Edward st, Macclesfield
HOLDER, HENRY GEORGE, Leamington, Hotel Proprietor May 6 at 11 Off Rec, 17, Hertford st, Coventry
HOLGATE, WILLIAM, Burnley, Joiner May 6 at 3.30 Exchange Hotel, Nicholas st, Burnley
HOLMES, JAMES, Halifax, Roller Coverer May 7 at 11 Townhall chmbrs, Halifax
HOPE, JAMES, Lostock Junctn, nr Bolton May 9 at 3.30 16, Wood st, Bolton
HUNTER, ARTHUR, Leicester, Tailor May 6 at 3 Off Rec 1, Berridge st, Leicester
JOHNSON, RICHARD, Hereford, China Dealer May 9 at 10 2, Offa st, Hereford
JONES, DAVID, Aberdare, Glam May 9 at 2 65, High st, Merthyr Tydfil
LEECH, CHARLES JOHN FREDERICK, Burton on Trent, Hairdresser May 6 at 11 Off Rec, 40, St Mary's gate, Derby
LITTLEWOOD, EDGAR ALBERT, Great Yarmouth, General Dealer May 7 at 12.30 Off Rec, 8, King st, Norwich
LLOYD, DANIEL, Cymmer, Glam, Builder May 6 at 12 Off Rec, 31, Alexandra rd, Swansea
MARCHBANK, JAMES, Carlisle, Baker May 9 at 1 Off Rec, 34, Fisher st, Carlisle
MORRIS, JOSEPH, South Shields May 9 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
PHILLIPS, ALFRED, Cardiff, Horse dealer May 13 at 2.30 Off Rec, 29, Queen st, Cardiff
POWELL, JACOB, and JOHN HENRY HEFFORD, Leicester, Boot Manufacturers May 6 at 12.30 Off Rec, 1, Berridge st, Leicester
RETALLACK, WILLIAM, Bayswater May 9 at 2.30 Bankruptcy bldgs, Carey st
RICHELIEU, THOMAS, Darlington, Boilersmith May 11 at 11 Off Rec, 22, Park row, Leeds
SMYTHE, W H, North Kensington May 9 at 12 Bankruptcy bldgs, Carey st
SOUTHALL, ALBERT EDWARD, and WILLIAM EDWIN DEAKIN, Leek, Staffs, Silk Manufacturers May 6 at 11 Off Rec, 23, King Edward st, Macclesfield

SYMONDS, JOSIAH NORMAN, Horbury, Yorks, Fancy Draper May 6 at 11 Off Rec, 6, Bond ter, Wakefield
WALL, ROBERT, Swansea, Joiner May 10 at 12 Off Rec, 31, Alexandra rd, Swansea
WALLACE, CHARLES CLAUDE, East Molesey May 6 at 12 24, Railway app, London Bridge
WILLIAMS, FREDERICK, Coltishall, Norfolk, Ironmonger May 7 at 12 Off Rec, 8, King st, Norwich
WRIGHT, LOUIS CLEMENT, Thornton Heath, Hotel Proprietor May 6 at 12.30 24, Railway app, London Bridge
YOUNG, JAMES, Thornton le Beans, Yorks May 16 at 11.30 Court house, Northallerton

Amended notice substituted for that published in the London Gazette of April 26:

CAVERLY, R B, Strand May 3 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ASHFORD, THOMAS, Pelsall, Staffs, Miner Walsall Pet April 26 Ord April 26
BALHATCHET, CHARLES, Plymouth, Oil Merchant Plymouth Pet April 25 Ord April 25
BATEMAN, WILLIAM, Camberwell, Stonemason High Court Pet April 26 Ord April 26
BAXENDALE, Captain SIR, Droylsden, Lancs, Tailor Ashton under Lyne Pet April 18 Ord April 21
BIRD, JAMES RICHARD, Bradford Bolton Pet April 23 Ord April 25
BOLTON, ROBERT, Worcester, Coal Merchant Worcester Pet April 25 Ord April 25
BOTTING, WILLIAM, Stowupland, Suffolk, Butcher Bury St Edmunds Pet April 25 Ord April 25
BULLOCK, HERBERT WILLIAM, Chatham High Court Pet March 4 Ord April 26
COLLINS, THOMAS BELL, Pentonville rd, Wall Paper Merchant High Court Pet March 25 Ord April 25
COOPER, FRANK, Barnet, Herts, Corn Merchant Barnet Pet March 22 Ord April 23
CRUIKSHANK, WILLIAM CHARLES, Norwich, Paperhanger Norwich Pet April 19 Ord April 25
DAVIES, DAVID THOMAS, Abertillery, Mon, Grocer Tredegar Pet April 25 Ord April 26
DAVIS, HENRY, Cheselborne, Dorset, Grocer Dorchester Pet April 26 Ord April 26
DEACON, EDWARD KING, Whitley, Reading, Professor of Music Reading Pet April 23 Ord April 23
DE'ATH, MICHAEL, Cricklewood High Court Pet March 16 Ord April 25
DIGHT, ALFRED JAMES SHAW, Blackheath Greenwich Pet April 27 Ord April 27
EBREY, SARAH JANE, Cardiff, Draper Cardiff Pet April 19 Ord April 25
ENGLAND, THOMAS, Cardiff, India Rubber Merchant Cardiff Pet March 21 Ord April 26
FEATHER, BRIGGS, Shipley, Yorks, General Dealer Bradford Pet April 26 Ord April 26
GARVEY, JOSEPH, Ilkeston, Derby, Grocer Derby Pet April 26 Ord April 26
GEORGE, CHARLES HENRY, Briggate, Leeds, Commission Agent Leeds Pet April 26 Ord April 26
GIBB, DAVID, Limehouse, Builder High Court Pet March 29 Ord April 25
GODFREY, JOHN HENRY, Peterborough, Publican Peterborough Pet April 27 Ord April 27
GRIFFITHS, SARAH, Millom, Cumberland, Grocer Whitehaven Pet April 22 Ord April 26
HADFIELD, THOMAS, Rotherham, York, Hay Dealer Sheffield Pet April 27 Ord April 27
HICKS, CHARLES CLEMENTS, Waterlooville, Hants Portsmouth Pet March 29 Ord April 25
HOPE, JAMES, Lostock Junction, nr Bolton Bolton Pet April 25 Ord April 25
JACKSON, WILLIAM, Manchester, Drysalter Manchester Pet April 25 Ord April 25
JENKINS, OLIVER, Cardiff, Grocer Cardiff Pet March 29 Ord April 25
JOHNSON, RICHARD, Hereford, China Dealer Hereford Pet April 25 Ord April 25
KING, FREDERICK JAMES, Stapenhill, Derbys, Fishmonger Burton on Trent Pet April 24 Ord April 26
KNOTT, WILLIAM, Crowcombe, Somerset, Bootmaker Taunton Pet April 27 Ord April 27
LEWIS, WILLIAM, Armley, Leeds Leeds Pet April 26 Ord April 26
LIVINGSTONE, WILLIAM, Leicester, Clothier Leicester Pet April 23 Ord April 23
LLOYD, DANIEL, Cymmer, Glam, Builder Neath Pet April 12 Ord April 27
MARCHBANK, JAMES, Carlisle, Baker Carlisle Pet April 26 Ord April 26
NEGUS, JAMES, Foxton, Cambs, Farmer Cambridge Pet April 26 Ord April 26
POWELL, JACOB, and JOHN HENRY HEFFORD, Leicester, Boot Manufacturers Leicester Pet April 23 Ord April 23
PRICE, JOHN, Westbourne grove, Fishmonger High Court Pet March 26 Ord April 26
RETALLACK, WILLIAM, Bayswater High Court Pet April 23 Ord April 23
ROBINSON, JOHN, Leeds, Bricklayer Leeds Pet April 26 Ord April 26
SMETHURST, ALFRED WILLIAM STEPHEN, Stretford, Lancs, Flour Dealer Manchester Pet April 25 Ord April 25
SMITH, WILLIAM ALBERT, East Retford, Notts, Grocer Lincoln Pet April 26 Ord April 26
STEBBING, JAMES, Cardiff, Fish Merchant Cardiff Pet April 27 Ord April 27
THOMAS, HENRY POWELL, High st, Ponder's End, Draper Edmonton Pet March 26 Ord April 23
UPTON, EDWIN, Pontardulais, Glam, Boot Maker Swansea Pet April 25 Ord April 25
WALBRAN, FRANCIS MAXIMILLIAN, Leeds, Fishing Tackle Manufacturer Leeds Pet April 25 Ord April 25
WATSON, CHARLES, and JAMES BAXTER, Huddersfield, Dyers Huddersfield Pet April 25 Ord April 25
WHITE, ARTHUR, Leicester, Boot Manufacturer Leicester Pet April 16 Ord April 23
WILKEY, FREDERICK, Barnstaple, Insurance Agent Barnstaple Pet April 25 Ord Apr 25
WOOD, CORNELIUS, sen, Walsall, Coal Dealer Walsall Pet April 26 Ord April 26
ZIMMERMANN, WILLIAM, Caledonian rd, Baker High Court Pet April 26 Ord April 26

Amended notice substituted for that published in the London Gazette of April 19:

DE RHODES, MARY JOSEPH MATTHEW THOMAS STANISLAS STANISLAS ALOYSIUS BASIL, Dulwich High Court Pet March 11 Ord April 14

London Gazette.—TUESDAY, May 3.

RECEIVING ORDERS.

ANDREWS, FREDERICK GEORGE, Northampton, Leather Seller Northampton Pet April 28 Ord April 28
BARNETT, DAVID, Dolgelly, Grocer Aberystwith Pet April 30 Ord April 30
BATESON, LIONEL JOSEPH, York, Whitesmith York Pet April 29 Ord April 29
CHORLEY, WALTER, Kendal, Innkeeper Whitehaven Pet April 15 Ord April 29
CLARK, JOHN WILLIAM, Northampton, Picture Frame Maker Northampton Pet April 28 Ord April 28
EAST, FRANCIS JOHN, Gunthorpe, Notts, Farmer Nottingham Pet April 1 Ord April 27
ELLIS, ALFRED, Canton, Cardiff, Florist Cardiff Pet April 28 Ord April 28
FUELLING, DAVID, Camberwell rd, Baker High Court Pet April 5 Ord April 29
GIBBS, GEORGE, Trowbridge, Wilts, Licensed Victualler Bath Pet April 29 Ord April 29
GREGORY, WALLACE CHARLES, Kilburn, Lead Merchant High Court Pet April 29 Ord April 29
HAYHURST, WILLIAM SILAS, Cummersdale, nr Carlisle, Potato Dealer Carlisle Pet April 29 Ord April 29
JESSOP, JOSEPH ARTHUR, Bradford, Restaurant Proprietor Bradford Pet April 15 Ord April 29
JONES, DANIEL, and GEORGE WATKINS, Blaina, Mon, Grocers Tredegar Pet April 29 Ord April 29
JONES, SAMUEL BANFIELD, Portland, Dorset, Traction Engine Driver Dorchester Pet April 30 Ord April 30
MARSHALL, FREDERICK WILLIAM, Caistor, Lincs, Butcher Great Grimsby Pet April 18 Ord April 29
NICHOLLS, LLEWELYN, Bwlchgham, Cycle Manufacturer Birmingham Pet April 15 Ord April 29
NORRINGTON, THOMAS, Chelmsford, Essex, Builder Chelmsford Pet April 29 Ord April 29
OLDRIDGE, THOMAS, Thornton, nr Pocklington, Farmer York Pet April 28 Ord April 28
PARNHAM, ISAAC, Islington, Builder High Court Pet March 12 Ord April 27
PEACOCK, ARTHUR JOHN, Llandudno, Contractor Bangor Pet April 29 Ord April 29
ROBINSON, THOMAS, Scarborough, Innkeeper Scarborough Pet April 28 Ord April 28
ROGERS, CHARLES HENRY, Old Kent rd, Butcher High Court Pet April 6 Ord April 28
ROGERS, FREDERICK, Bury St Edmunds, Tailor Bury St Edmunds Pet April 28 Ord April 28
SCOTT, JAMES EBENEZER, Pontypool, Mon, Confectioner Newport, Mon Pet April 29 Ord April 29
SEWELL, CHARLES, Ashton under Lyne, Clog Sole Maker Ashton under Lyne Pet April 30 Ord April 30
SINGLETON, HUGH RAWSON, Leamington Warwick Pet April 28 Ord April 28
STOBART, JOHN, Leeds, Commission Agent Leeds Pet April 29 Ord April 29
STONE, ROBERT VOISEY, Montpelier, Bristol, Printer Bristol Pet April 22 Ord April 29
SYKES, HARRY, Leeds, Hotel keeper Leeds Pet April 28 Ord April 28
TYDEMAN, JOSEPH, Waltham Cross, Herts, Auctioneer Edmonton Pet March 25 Ord April 28
WAFLINGTON, EDWARD, Mexborough, Yorks, Colliery Banksman Sheffield Pet April 28 Ord April 28
WILLIAMS, JOHN, Pont ardu'ais, Glam, Ironmonger Swansea Pet April 28 Ord April 28
WOODMAN, ROBERT PILCHER, Sandgate, Kent, Butcher Canterbury Pet April 28 Ord April 28

Amended notice substituted for that published in the London Gazette of March 18:

EDGER, HARVEY, Abinger, Surrey, Butcher Croydon Pet March 3 Ord March 15

Amended notice substituted for that published in the London Gazette of April 5:

THOW, THOMAS, Newtown, Montgomery, Grocer Newtown Pet April 6 Ord April 6

Amended notice substituted for that published in the London Gazette of April 22:

LEECH, JAMES, Ashton under Lyne Ashton under Lyne Pet April 1 Ord April 14

RECEIVING ORDER RESCINDED.

IZOD, ARTHUR JAMES, Wellesley rd, West Croydon, Hosier High Court Rec Ord July 22, 1897 Resc Nov 5, 1897

FIRST MEETINGS.

ALEXBURY, JAMES, Pwllypant, Glam, Collier May 12 at 11 Off Rec, 29, Queen st, Cardiff
BATEMAN, WILLIAM, Camberwell, Stonemason May 10 at 2.30 Bankruptcy bldgs, Carey st
BATESON, LIONEL JOSEPH, High Petergate, York, Whitesmith May 10 at 12.15 Off Rec, 30, Stonegate, York
BISHOP, ANN MARIA, Long Buckby, Northamptons May 10 at 11.15 Off Rec, County Court bldgs, Northampton
BROUGH, FREDERICK JOHN, Longton, Staffs, Joiner May 11 at 10.30 Off Rec, King st, Newcastle under Lyme
BUCKLE, JOSEPH, Bicester, Oxford, Butcher May 10 at 12 1, St Aldate's, Oxford
CARSWELL, WILLIAM DAVID, Filling on Tyne, Travelling Jeweller May 11 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
CLEGG, JOHN, Shawforth, nr Rochdale, Stone Merchant May 10 at 11.15 Townhall, Rochdale
COOPER, FRANK, Barnet, Corn Merchant May 10 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CORAM, ARTHUR JOHN, Sutton, Guildford, Farmer May 10 at 11.30 24, Railway app, London Bridge
EBREY, SARAH JANE, Cardiff, Draper May 12 at 11.30 Off Rec, 29, Queen st, Cardiff
EVERETT, GEORGE EDWARD, Birmingham, Auctioneer May 12 at 11 174, Corporation st, Birmingham
FEATHER, BRIGGS, Shipley, Yorks, General Dealer May 11 at 11 Off Rec, 31, Manor row, Bradford
GARVEY, JOSEPH, Ilkeston, Derbys, Grocer May 10 at 11.30 Off Rec, 40, St Mary's gate, Derby
GIBBS, GEORGE, Trowbridge, Wilts, Licensed Victualler May 11 at 12.30 Off Rec, Baldwin st, Bristol
GODFREY, JOHN HENRY, Peterborough, Publican May 27 at 11.45 Law Courts, New rd, Peterborough
GREGORY, WALLACE CHARLES, Kilburn, Lead Merchant May 10 at 12 Bankruptcy bldgs, Carey st
GROVES & SON, Southwick, Sussex, Builders May 11 at 2.30 Off Rec, Pavilion bldgs, Brighton
KING, FREDERICK JAMES, Stapenhill, Derbys, Fishmonger May 10 at 11 Off Rec, 40, St Mary's gate, Derby
KNOTT, WILLIAM, Crowcombe, Somersets, Bootmaker May 10 at 2.30 Off Rec, 5a, Hammet st, Taunton
LEWIS, JOHN BUNTMAN, Liverpool, Provision Dealer May 18 at 12 Off Rec, 35, Victoria st, Liverpool
LEWIS, WILLIAM, Armley, Leeds May 13 at 12 Off Rec 22, Park row, Leeds
LIVINGSTONE, WILLIAM, Leicester, Clothier May 10 at 12.30 Off Rec, 1, Berridge st, Leicester
LOCKETT, TIMOTHY, Heeley, Sheffield May 10 at 2 Off Rec, Figtree lane, Sheffield
NEGUS, JAMES, Foxton, Cambridge, Farmer May 11 at 10.30 Off Rec, 5, Petty Cury, Cambridge
NEVANAS, JOHN, Liverpool, Pawnbroker May 11 at 2 Off Rec, 35, Victoria st, Liverpool
OLDRIDGE, THOMAS, Thornton, nr Pocklington, York, Farmer April 18 at 12.15 Off Rec, 28, Stonegate, York
PECK, SAMUEL, Goole, York, Compositor May 11 at 11 Off Rec, 6, Bond ter, Wakefield
PEREIRA, CHRISTOPHER CHARLES, Staines, Builder May 11 at 12.30 24, Railway app, London Bridge
PIPER, ALFRED JAMES, Melbourn, Cambridge, Draper May 10 at 3.30 Off Rec, 5, Petty Cury, Cambridge
PRICE, JOSEPH HENRY, and JOHN SAMUEL HIETON, Knightrider st, Mantle Manufacturers May 11 at 12 Bankruptcy bldgs, Carey st
SMITH, WILLIAM ALBERT, East Retford, Notts, Grocer May 17 at 12 Off Rec, 31, Silver st, Lincoln
STONE, ROBERT VOISEY, Montpelier, Bristol, Printer May 11 at 12 Off Rec, Baldwin st, Bristol
SYKES, GEORGE, Birmingham, Pork Butcher May 11 at 11 174, Corporation st, Birmingham
TIDEY, CHARLES WILLIAM, Aldershot, Eating House Keeper May 11 at 11.30 24, Railway app, London Bridge
UPTON, EDWIN, Pontardulais, Boot Maker May 10 at 2.15 Off Rec, 31, Alexandra rd, Swansea
WADDINGTON, FREDERICK SYDNEY, Chiswick, Solicitor May 11 at 2.30 Bankruptcy bldgs, Carey st
WILKEY, FREDERICK, Barnstaple, Insurance Agent May 17 at 12 Sanders & Son, High st, Barnstaple
ZIMMERMANN, WILLIAM, Bensington st, Caledonian rd, Baker May 19 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDREWS, FREDERICK GEORGE, Northampton, Leatherseller Northampton Pet April 28 Ord April 28
BATES, WALTER THOMAS, Acle, Norfolk, Watchmaker Norwich Ord April 29
BATESON, LIONEL JOSEPH, York, Whitesmith York Pet April 29 Ord April 29
CLUGAS, GEORGE, Liverpool, Baker Liverpool Pet April 5 Ord April 27
COOK, WILLIAM, Maidstone, Fly Proprietor Maidstone Pet April 23 Ord April 30
DAVIES, THOMAS GRIFFITHS COOK WYNTON, Fenchurch st Wandsworth Pet Dec 21 Ord April 28
GIBBS, GEORGE, Trowbridge, Wilts, Licensed Victualler Bath Pet April 29 Ord April 29
HAYHURST, WILLIAM SILAS, Cummersdale, nr Carlisle, Potato Dealer Carlisle Pet April 29 Ord April 29
HOLGATE, WILLIAM, Burnley, Joiner Burnley Pet March 30 Ord April 27
HUNTER, ARTHUR, Leicester, Tailor Leicester Pet March 31 Ord April 29
JELLIE, JOHN STEPHENSON, Clifton, Bristol, Schoolmaster Bristol Pet April 6 Ord April 29
JONES, DANIEL, and GEORGE WATKINS, Blaina, Mon, Grocer Tredegar Pet April 29 Ord April 29
KEAST, WILLIAM, East Looe, Cornwall, Watchmaker Plymouth Pet April 5 Ord April 30
LAWRENCE, GEORGE, Liverpool, Fish Salesman Liverpool Pet April 6 Ord April 29
LEECH, JAMES, Ashton under Lyne Ashton under Lyne Pet April 1 Ord April 29
MARSHALL, FREDERICK WILLIAM, Caistor, Lincs, Butcher Gt Grimsby Pet April 16 Ord April 29
OLDRIDGE, THOMAS, Thornton, nr Pocklington, Yorks, Farmer York Pet April 28 Ord April 28
PEACOCK, ARTHUR JOHN, Llandudno, Contractor Bangor Pet April 29 Ord April 29
PEDDER, ARTHUR WILLIAM, Luton, Bedford, Straw Hat Luton Pet April 22 Ord April 29
PHILLIPS, ALFRED, Cardiff Cardiff Pet April 4 Ord April 30
PIPER, ALFRED JAMES, Melbourn, Cambs, Draper Cambridge Pet April 25 Ord April 28
RIMMINGTON, GEORGE, and THOMAS HALLAM, Belgrave, Leicester, Boot Manufacturers Leicester Pet March 29 Ord April 26
ROBINSON, THOMAS, Scarborough, Innkeeper Scarborough Pet April 28 Ord April 28
ROGERS, FREDERICK, Bury St Edmunds, Tailor Bury St Edmunds Pet April 28 Ord April 28
SCOTT, JAMES EBENEZER, Pontypool, Mon, Confectioner Newport, Mon Pet April 29 Ord April 29
SEWELL, CHARLES, Ashton under Lyne, Clog Sole Maker Ashton under Lyne Pet April 30 Ord April 30
SOUTHALL, ALBERT EDWARD, and WILLIAM EDWIN DEAKIN, Leek, Staffs, Silk Manufacturers Macclesfield Pet March 30 Ord April 29
STOBART, JOHN, Leeds, Commission Agent Leeds Pet April 29 Ord April 29
SYKES, HARRY, Leeds, Hotel Keeper Leeds Pet April 28 Ord April 28

WAPLINGTON, EDWARD, Mexborough, Colliery Banksman Sheffield Pet April 25 Ord April 28
WILLIAMS, JOHN, Pontardulais, Ironmonger Swansea Pet April 28 Ord April 28
WOODMAN, ROBERT PILCHER, Sandgate, Kent, Butcher Canterbury Pet April 28 Ord April 28

ADJUDICATION ANNULLED.

EVANS, WILLIAM JONES, Liverpool, Tea Dealer Liverpool Adjud Dec 23, 1884 Annul April 22, 1898

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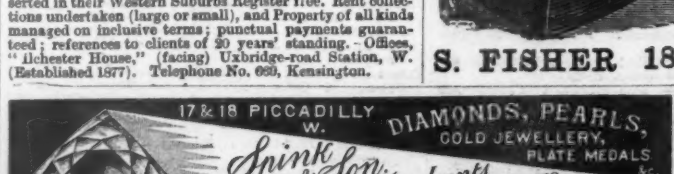

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